TEAMSTERS LOCAL 830 PENSION PLAN

as Amended and Restated as of October 1, 2014

TEAMSTERS LOCAL 830 PENSION PLAN

We resolve to and do adopt the attached plan of benefits, an Employer Group Appendix and a table of contents, effective October 1, 2014 or another date as specifically indicated or required by law.

UNION TRUSTEES

MANAGEMENT TRUSTEES

November 24, 2014

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ARTICLE 1 – ESTABLISHMENT

1.01 Establishment of Plan and Name. The Trustees continue and restate a pension plan to be known as the Teamsters Local 830 Pension Plan.

1.02 Purpose. The Plan has been established for the exclusive purpose of providing benefits to participants and their beneficiaries at or after separation from service, death, disability or termination of the Plan and defraying the reasonable expenses of the Plan and Trust.

1.03 Trustees. The operation and administration of the Plan are the responsibility of the Board of Trustees appointed under the Trust Agreement. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan, including combined control over the administration of the Trust and Plan and their assets.

1.04 Powers of Trustees. The Trustees are the plan administrator and named fiduciary of the Plan under ERISA. They administer the Plan under the procedures in the Trust Agreement. They have all authority and discretion to manage and control the Plan and Plan assets that is not reserved to the Employers and Union or delegated to other through the Trust Agreement or other action, including contracts.

1.05 Notices. Any notice to the Plan is sufficient if written and properly deposited for first class mail delivery to the Plan office. Any notice from the Plan is sufficient if deposited for first class mail delivery to the most recent address of the person or organization in the records of the Trust or Plan.

1.06 Construction. The Trust Agreement and Plan will be construed to maintain qualified status under the IRC and relative simplicity of language. The following rules illustrate this principle.

(a) The use of any word or phrase includes all related terms or synonyms fairly required by context.

(b) The definition of a noun defines the corresponding verb even in lower case, such as "Retirement" and "retire."

(c) A masculine, feminine or neuter pronoun includes the other genders.

(d) The use of the present verb tense includes all other tenses.

(e) The singular includes the plural and the plural the singular.

(f) Statutory IRC and ERISA terms have the same meaning as the statute, unless otherwise defined.

(g) "Or" includes "and" and "the" includes "a" or "an".

(h) The verb "include" and variants are not limiting.

(i) The Trust Agreement, Plan and related documents shall be construed as a consistent set of documents with differences of language considered matters of style rather than an indication of different legal obligations absent a change in governing law or other clear indication of an intended substantive difference.

1.07 Choice of Law. The Plan is governed by federal law and, where reference to state law is necessary or appropriate, will be administered and construed under the internal laws of Pennsylvania (excluding conflict of laws principles).

1.08 Severability. If any part of the Plan is illegal, unenforceable or impracticable, it shall be modified or removed in the manner most consistent with the purpose of the Trust Agreement and Plan. The remainder of the Trust Agreement and Plan shall continue in full force and effect.

1.09 Effective Date. The Plan originally became effective October 1, 1963 to provide retirement income for Eligible Employees of the Employers. This amended and restated Plan will generally be effective on the Restatement Date for all Participants credited with an Hour of Service on or after January 1, 2014, with the following restrictions.

(a) Benefit amounts, payment forms and optional forms of payment under Articles 4, 5 and 6 will be governed by the Plan in effect at the Separation Date of an Employee, unless otherwise specifically indicated or required by law. Notwithstanding the aforementioned, Participants who apply for a disability retirement benefit, will have their application and eligibility for disability retirement benefits governed by the terms of the Plan as herein restated even if their last credited Hour of Service was prior to January 1, 2014.

(b) No amendment of the Plan will adversely affect an Employee, Participant, Spouse or Beneficiary in a fashion prohibited by Section 2.09 (Prohibited Amendments) and applicable law.

ARTICLE 2 -- ADMINISTRATION

2.01 Duties and Powers of Manager. The Trustees may appoint a manager to execute the policies of the Trustees and exercise all or part of the powers of the Trustees with respect to the Plan and Trust Agreement on a day-to-day basis. A manager will have the authority and discretion necessary or appropriate to the performance of his duties.

2.02 Discretion. The Trustees may interpret the Plan. They have full discretion and authority to determine all questions of fact or law arising in the administration, interpretation and application of the Plan and their decisions shall be afforded the maximum deference permitted by law. A determination of the Trustees will be final and binding and shall not be reviewed in any court except for matters on which an arbitration award may be vacated under the federal Arbitration Act. The Trustees may correct any defect, reconcile any inconsistency, supply any omission and modify impracticable provisions of the Plan in a manner consistent with the purpose of the Trust and Plan.

2.03 Consultants. The Trustees may engage investment consultants, accountants, actuaries, lawyers, medical and clerical consultants or other advisers. The fees of the advisors shall be paid from Plan assets.

2.04 Delegation and Allocation of Responsibility. The Trustees may delegate any duty or power with respect to the Plan or Plan assets or allocate duties among themselves by written or other direction, including contracts.

2.05 Reliance. The Trustees and their delegates and agents may rely upon written information from others. They may also rely on the advice, report or other work product of an actuary, accountant, lawyer, investment consultant, Investment Manager or other professional or expert engaged by the Plan or Trust in the performance of their duties.

2.06 Limitation of Liability. The Trustees shall not be liable to anyone for acts or omissions in the administration of the Plan or Trust except as required by law. The appointment of an Investment Manager will relieve the Trustees of responsibility and liability for investment management delegated to the Investment Manager.

2.07 Indemnity. The Plan will indemnify the Trustees against any loss or liability by reason of acts or omissions in administration of the Plan or Trust to the maximum extent allowed by law. The Trustees may purchase insurance with Plan assets to cover potential liability of the Trustees and others or liability or loss of the Plan, subject to law. The Trustees may use Plan assets to provide indemnity to other parties, subject to law.

2.08 Amendment. The Plan may be amended by the Trustees. The Trust Agreement may be amended:

(a) by action of the Trustees, or

(b) by written agreement of the Union and Employers who paid more than half of the Employer contributions to the Trust in its previous fiscal year according to Trust records, which shall override any action of the Trustees.

(c) An amendment by the Union and Employers will override any inconsistent action of the Trustees, unless inconsistent with applicable law or the duties of the Trustees under ERISA 404.

2.09 Prohibited Amendments. Except as provided by applicable law, an amendment of the Plan cannot;

(a) reduce any accrued benefit with respect to Hours of Service before the amendment;

(b) eliminate or reduce an early retirement benefit, retirement-type subsidy or optional form of payment with respect to Hours of Service before the amendment; or

(c) cause Plan assets to be used or diverted to an Employer for purposes other than the exclusive benefit of Participants, Spouses and Beneficiaries and payment of reasonable expenses of the Plan.

2.10 Merger or Transfer of Plan Assets. The Trustees may merge, consolidate or transfer Plan assets or liabilities to another qualified pension plan under IRC 401 in accordance with ERISA. The accrued benefit of each Participant after the merger, consolidation or transfer will not be less than before the merger, consolidation or transfer.

2.11 Termination of Plan. The Plan will terminate upon:

(a) the adoption of an amendment to the Plan providing that no Participant will receive credit for any purpose under the Plan for Hours of Service with any Employer after the date specified by the amendment.

(b) the Complete Withdrawal of substantially all employers from the Plan.

(c) the adoption of an amendment to the Plan causing the Plan to become a defined contribution pension plan, or

(d) termination of the Plan by the Trustees.

2.12 Termination Actions. Upon termination of the Plan, the Trustees will:

(a) file all notices, reports and other documents required by law, to terminate the Plan.

(b) notify the Union and Employees and, as required by law, others of the termination.

(c) apply all Plan assets as required by law to pay administrative expenses of the termination and benefits to Employees, Participants, Spouses and beneficiaries with any residual Plan assets applied to effectuate the purposes set forth in the Trust Agreement.

(d) The termination of the Plan will not terminate the obligation to pay benefits accrued to the termination and administrative expenses of the Plan or payment and collection of withdrawal liability and other responsibilities, duties or services required by law or necessary or appropriate for the terminated Plan.

ARTICLE 3 – ELIGIBILITY

3.01 Eligible Employees. The Plan is only open to Union Employees, Union Alumni and Non-Bargained Employees of Affiliated Employers. An Employee for whom contributions are reciprocated to another plan is not eligible to participate in this Plan based on such contributions or related work.

3.02 Participation Service Requirement. Each Participant under the Plan on the Restatement Date will continue as a Participant under the restated plan. An Eligible Employee who is not a Participant on the Restatement Date must complete one Hour of Service in Covered Employment to become a participant in the Plan.

3.03 Entry Date. The date of Plan participation for an Employee is determined under the following rules.

(a) Each participant in the Plan on the Restatement Date retains his original entry date.

(b) An Eligible Employee who is not a participant in the Plan on the Restatement Date will enter the Plan on the first day of the second calendar month after his first Hour of Service in Covered Employment or, if later, the adoption of this restated plan document.

(c) An Employee who has a One-Year Break before becoming a Vested Participant ceases to be a Participant.

3.04 Active Participant. A Participant is active in the Plan as long as he has **forty-six (46)** or more Hours of Service in Covered Employment in the preceding month and has not retired or suffered a One-Year Break.

3.05 Vested Participant. An Employee with nonforfeitable or vested rights under the following rules remains a Participant with a right to payment of Deferred Vested Benefits notwithstanding a termination of Service until all such benefits have been paid in cash or by purchase of an irrevocable commitment from an insurance company.

(a) Unless otherwise required by law, any other Employee has nonforfeitable rights only as provided by the Plan as in effect on his last day of work in Covered Employment.

(b) The Normal Retirement Benefit of an Employee with one or more Hours of Service in Service with the Employers after Calendar Year 1997 becomes nonforfeitable on the completion of five (5) Vesting Years or, if earlier, attainment of Normal Retirement Age while engaged in Service with an Employer.

(c) The Normal Retirement Benefit of a Non-Bargained Employee with one or more Hours of Service with an Affiliated Employer after Calendar Year 1988 becomes nonforfeitable on the completion of five (5) Vesting Years or, if earlier, attainment of Normal Retirement Age while engaged in Service with an Affiliated Employer.

(i) If an Employee is a Non-Bargained Employee when he completes five (5) Vesting Years or accumulates five (5) Vesting Years as a Non-Bargained Employee, even if they are not consecutive and as long as they are not separated by a Permanent Break, the Employee will be fully vested in his Normal Retirement Benefit, including those attributable to Service as a Union Employee.

(ii) In all other cases, the Employee's status on his Separation Date will control the classification for this purpose. An Employee who has Service with the Employers as a Non-Bargained Employee and a Union Employee during a Calendar Year is treated as a Non-Bargained Employee for that year if (A) he has enough Service as a Non- Bargained Employee to earn a Vesting Year, or (B) the majority of his Hours of Service in Covered Employment for the Calendar Year is as a Non-Bargained Employee.

(d) Any other Employee with one or more Hours of Service with the Employers after the ERISA Date must complete ten (10) Vesting Years or attain Normal Retirement Age in Service with an Employer to have a nonforfeitable benefit.

(e) Notwithstanding the foregoing provisions of this section, an Employee who has three or more years of service (as those terms are defined in ERISA 203(c)) and is a participant in the Plan on the date of an amendment of the vesting schedule will vest under the terms under the prior or amended vesting schedule, whichever is more favorable to the Employee.

(f) The accrued benefit of all affected Employees will become nonforfeitable on the termination or partial termination of the Plan under IRC 411(d)(3) to the extent then funded.

3.06 Vesting Years. An Employee receives credit toward vesting under the following rules.

(a) For work before the beginning of an Employer's Contribution Period, an Employee only receives vesting credit based on his union seniority (rounded to the nearest full year, with one-half year rounded up) or vesting credit based on all or part of his work with the Employer, as shown on the Employer Group Appendix for the Employer.

(b) For work from the later of the Effective Date or the beginning of an Employer's Contribution Period to the ERISA Date, vesting years are determined under the following rules.

(i) If the Employee had 495 or more Hours of Service in Calendar Year 1975 or earns a Vesting Year after Calendar Year 1975 and before an unrepaired One-Year Break or Permanent Break, the Employee is credited with a vesting year for work before the ERISA Date for each Calendar Year with 990 or more paid Hours of Service in Covered Employment.

(ii) Any other Employee is credited with a vesting year for each Benefit Year credited for work with the Employers before the ERISA Date.

(c) For work form the later of the ERISA Date or the beginning of an Employer's Contribution Period forward, an Employee is credited with a vesting year for each Calendar Year in which he has 990 or more Hours of Service in Service.

(d) An Employee covered by a plan that has merged into this Plan receives credit for all vesting service credited under the merged plan or applicable law before the date of the merger.

(e) The hours requirements for a vesting year will be prorated for any "short year" created by a change in vesting computation periods, including the period between the last day of the end of the vesting computation period of the merged plan before the merger date and the first day of the Calendar Year on or after the merger date. An Employee cannot earn more than one Vesting Year in any one Calendar Year under any other circumstances.

(f) No vesting years will be credited for Service lost by reason of an unrepaired One-Year Break or a Permanent Break.

3.07 Hours of Service. An Employee receives hours credit only for work with the Employers and other service or leave as provided in this section.

(a) An Employee receives credit for each hour worked for which he is paid, or entitled to payment, by an Employer.

(b) An Employee receives credit for each hour of back pay, irrespective of mitigation of damages, either awarded or agreed to by an Employer.

(c) An Employee receives credit for each hour for which an Employee is paid, or entitled to payment, by an Employer, its agent or a plan maintained by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence other than payments made solely for the purpose of complying with applicable workers compensation, unemployment compensation or disability insurance laws or to provide reimbursement of medical expenses.

(d) Notwithstanding any provisions of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with IRC 414(u) and prior law, including the Military Selective Service Act. Military Service is credited based on average monthly hours in the Calendar Year before the military service begins.

(i) Effective for deaths occurring on or after January 1, 2007, to the extent required under Code Section 401(a)(37), the survivors of a Participant who dies while performing qualified military service as defined in Code Section 414(u) shall be eligible for any additional benefits (other than accruals relating to such qualified military service) that would have been provided under the Plan if the Participant had resumed employment under the circumstances described in Code Section 414(u)(8) and immediately thereafter terminated employment due to death.

(ii) Effective for Plan Years beginning on or after January 1, 2009, to the extent required by Code Section 414(u)(12) and the regulations and other guidance issued thereunder, an individual receiving differential pay (within the meaning of Code Section 3401(h)(2)) from a Contributing Employer shall be treated as an Employee and the differential wage payments shall be treated as Compensation.

(e) An Employee receives credit for payments to the Plan or Trust under a reciprocal agreement in accordance with the terms of the reciprocal agreement and the equivalencies in this section. An Employee does not receive credit for work for which money is paid to the Plan or Trust and transferred to another plan under a reciprocal agreement.

(f) No credit is given for work before the Effective Date, except as expressly provided in the Plan.

(g) No credit is given for work before a company became an Employer, except as expressly provided in the Plan.

(h) No credit is given after an Employer has a Complete Withdrawal from the Plan, including termination, for failure to pay Contributions due, of the Employer's status as an Employer by the Trustees.

(i) No credit is given for work or leave lost by reason of a One-Year Break (unless and until repaired) or a Permanent Break.

(j) No credit is given for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee.

(k) The Plan does not give credit for Union membership nor for work with an affiliate of an Employer, unless contributions are lawfully paid to the Plan or Trust for such work or credit is required by applicable law governing multiemployer defined benefit pension plans.

(l) Except as specifically provided in Article 9 for Non-Bargained Employees, the Plan does not credit nor consider work with an organization simply because it is part of a controlled group of corporations or a trade or business under common control, under IRC 414, with a Contributing Employer or Affiliated Employer.

(m) Hours are credited to the Employee for the computation period in which service is performed, for which payment is made or to which the award or agreement pertains and will not be duplicated under different subsections. Payments made on a basis other than hours are converted to hours using 10 hours for each day, 45 hours for each week, 95 hours for a semi-monthly period and 190 hours for each month in which an hour of service would be required to be credited under 29 C.F.R. §2530.200b-2.

3.08 One-Year Break. An Employee has a one-year break-in-service and changes in service credit and benefits as follows:

(a) Before the ERISA Date, a break occurred as provided by the plan as in effect on an Employee's last day of work in Covered Employment and any later Plan amendments expressly made applicable to prior breaks.

(b) On or after the ERISA Date, an Employee has a one-year break-in-service in any Calendar Year in which he has less than four hundred ninety-five (495) Hours of Service in Service.

3.09 Effect of One-Year Break and Repair. A One-Year Break causes the following changes in service credit and benefits.

(a) Before the ERISA Date, the effect of a break-in-service and ability to repair the break-in-service, if any, are defined by the Plan in effect on the Employee's last day of work in Covered Employment and any later Plan amendments expressly made applicable to prior breaks.

(b) After the ERISA Date, an Employee (other than a Vested Participant) loses all credit for Service before a One-Year Break for all purposes (participation, vesting, and benefit accrual and retirement eligibility) and any accrued benefit will be deemed to be distributed at zero. The loss may be repaired by completion of a Vesting Year before a Permanent Break and the Service will then be restored for all purposes.

(c) The amount of the accrued benefit of a Vested Participant for Service before a One-Year Break may also be frozen, at the level and rate in effect at the Separation Date of the Participant, and the break repaired, as provided in the rules on Benefit Break Repair and Benefit Break Effect.

3.10 Grace Periods. The Plan also allows grace periods for certain absences to prevent a One-Year Break or Permanent Break.

(a) An Employee who notifies the plan on a timely basis of an absence, after August 22, 1984, due to pregnancy, birth of a child, placement of a child in connection with adoption, or care of a child of the Employee immediately after the birth or adoption of the child or, after February 5, 1994, family or medical leave as provided under federal law will receive credit for up to 501 Hours of Service (treated as Contiguous Service) in the Calendar Year in which the absence begins or the following Calendar Year to avoid a One-Year Break. The Employee must notify the Plan of the absence and its reason before the end of the Calendar Year after the absence begins and provide additional documentation to show the purpose of the absence as requested by the Plan.

(b) An absence from Service due to military service will not be treated as a One-Year Break or Permanent Break where so provided by IRC 414(u) or prior federal law.

3.11 Permanent Break. An Employee has a permanent break-in-service as follows:

(a) Before the ERISA Date, a permanent break occurred when the Plan, as in effect on an Employee's last day of work in Covered Employment and any later Plan amendments expressly made applicable to prior breaks, provided for a permanent cancellation of all service credit and benefits.

(b) From the ERISA Date to the day before the REA Date and for any Employee not covered by subsection (c), a permanent break occurred if the number of consecutive One-Year Breaks for an Employee equaled or exceeded the Vesting Years credited to an Employee before the first One-Year Break.

(c) For any Employee with one or more Hours of Service on or after the REA Date, a permanent break occurs if the number of consecutive One-Year Breaks equals or exceeds the greater of five (5) or the number of Vesting Years credited to the Employee before the first One-Year Break.

3.12 Effect of Permanent Break. A Permanent Break causes the following changes in service credit and benefits.

(a) An Employee (other than a Vested Participant) loses all credit for Service before a Permanent Break for all purposes (participation, vesting, benefit accrual and retirement eligibility) forever. The Employee is then treated as a new Employee with a new date of Plan participation on any return to Covered Employment.

(b) Except as provided in Subsection (c), the accrued benefit and any ancillary benefits of a Vested Participant will be frozen under the existing Plan at the benefit level and rate in effect at his Separation Date on a Permanent Break and the Participant will be treated as a deferred vested participant with respect to such benefits. Any benefits payable upon a return to work will be calculated separately based solely on Hours of Service in effect after the Permanent Break.

(c) Effective January 1, 1986 and thereafter, if a Vested Participant earns two Benefit Years following a Permanent Break, his Accrued Benefit and any ancillary benefits will be calculated by applying the Benefit Multiplier in effect upon his subsequent Separation Date to all Service.

ARTICLE 4 – BENEFITS CALCULATION

4.01 Accrued Benefit. The accrued benefit of a Participant is a monthly payment in the Basic Form beginning on his Normal Retirement Date.

(a) The accrued benefit generally is determined by multiplying a Participant's accumulated Benefit Years by the Benefit Multiplier in effect at the earlier of his Separation Date or the date of a calculation, subject to any maximum benefit limitation.

With respect to Participants who complete an Hour of Service in Covered Employment on or after January 1, 2012, the accrued benefit is a monthly payment in the Basic Form beginning on the Participant's Normal Retirement Date and is equal to:

(1) The sum of (a) and (b) below, where:

(a) equals the Benefit Multiplier in effect at December 31, 2011 multiplied by a Participant's accumulated Benefit Years, with no maximum benefit level or maximum service credit, and

(b) equals, in the case of each Benefit Year earned beginning on or after January 1, 2012, the Benefit Multiplier in effect on the last day of the Calendar Year or, if a Participant terminates Covered Employment prior to such date, the Benefit Multiplier at the time of the of the Participant's termination of Covered Employment, with no maximum benefit level or maximum service credit.

(b) Except as provided in Section 4.03 (Benefit Break Repair), the accrued benefit is calculated separately under Section 4.04 (Benefit Break Effect) for Hours of Service in Covered Employment before and after the following events:

(i) a break in Covered Employed due to failure to earn more than 495 Hours of Service in Covered Employment in a Calendar Year;

(ii) Retirement;

(iii) a change to an Employer with a different Benefit Multiplier;

(iv) a change to a lower Benefit Multiplier with respect to a Participant with the same Employer; or

(v) a Permanent Break.

(c) The accrued benefit may never be reduced by a change of employment below the accrued benefit based on Plan provisions and rates in effect for an Employer at the date of an Employee's last Hour of Service in Covered Employment with an Employer. The accrued benefit of an Employee covered by a plan which has merged into this Plan or a

Plan amendment will never be less than the accrued benefit under the other plan as in effect on the day before the merger or this Plan on the day before the amendment.

4.02 Benefit Year. An Employee receives credit for a year for benefit calculation and retirement eligibility under the following rules.

(a) For a Participant in the Plan at the Effective Date, the Participant receives credit for benefit years for work before the Effective Date based on his years of Union membership in good standing before the Effective Date, rounded to the nearest year with six (6) months or more rounded up to the next full year.

(b) For work before the beginning of an Employer's Contribution Period for other Employees, an Employee receives no credit, benefit credit based on his union seniority (rounded to the nearest full year, with six (6) months or more rounded up to the next full year) or benefit credit based on all or part of his work with the Employer, as shown on the Employer Group Appendix for the Employer.

(c) For work from the later of the Effective Date or the beginning of an Employer's Contribution Period to the ERISA Date, benefit years are determined based on his period of service in Covered Employment with the Employers (rounded to the nearest full year, with six (6) months or more rounded up to the next full year).

(d) For work from the later of the ERISA Date or the beginning of an Employer's Contribution Period forward, an Employee is credited with a benefit year for each Calendar Year in which he has 990 or more Hours of Service in Covered Employment.

(e) No Benefit Years will be credited for Service lost by reason of an unrepaired One-Year Break or a Permanent Break nor for years over the maximum number of years for an Employer under the Employer Group Appendix.

4.03 Benefit Break Effect. The benefit for a Participant with a Benefit Break will be the sum of separate payments for Benefit Years before and after the Benefit Break.

(a) The Benefit Multiplier for Benefit Years before a Benefit Break will be frozen, together with its associated Normal Retirement Age, Early Retirement Age and related adjustment factors.

(b) A separate benefit will be calculated for Benefit Years after the Benefit Break using the new Benefit Multiplier for such work, together with its associated Normal Retirement Age, Early Retirement Age and related adjustment factors.

4.04 Benefit Break Repair. A benefit that is frozen due to a Benefit Break (other than by reason of a Permanent Break) is repaired by the completion of two (2) Benefit Years after the break.

(a) Upon repair and subject to subsection (b), all Benefit Years shall be treated as continuous and be subject to the same Benefit Multiplier, together with its associated Normal Retirement Age, Early Retirement Age and related adjustment factors.

(b) The accrued benefit (and associated Normal Retirement Age, Early Retirement Age and related adjustment factors) for Benefit Years before a Benefit Break shall not be reduced by reason of additional work or repair of a Benefit Break and shall continue to be calculated as a separate piece of benefit.

4.05 Normal Retirement Benefit. The normal retirement benefit is a monthly payment that is payable from and after the Normal Retirement Date of a Vested Participant in the Basic Form. The monthly payment amount is equal to the Accrued Benefit of a Participant on his Normal Retirement Date and is increased for Post-Retirement Adjustments, if any.

4.06 Mandatory Payment. The Plan will pay benefits to a Vested Participant in the Normal Form beginning not later than April 1 following the Calendar Year in which the Participant attains age 70½ or, if later and elected by a Participant (other than a 5% owner as described in Code Section 416(i)), the first day of the month after his Late Retirement Date..

(a) If a Participant who is definitely located fails to file a completed application for benefits and necessary information on a timely basis, the Plan will begin benefit payments in the form of a Joint and Survivor Annuity, calculated on the assumptions that the Participant is and has been married for at least one year by the date payments begin and that the husband is three (3) years older than the wife. The benefit payment form under subsection (a) will remain unchanged once it begins, except as follows.

(i) The form of payment may be changed to the Basic Form if the Participant proves that he did not have a Qualified Spouse (including an alternate payee under a Qualified Domestic Relations Order) on the required beginning date.

(ii) The amounts of future benefits will be adjusted for: (A) the actual age difference between the Participant and Spouse, if proved to be different from the assumptions under this section, and (B) recovery of any resultant underpayment or overpayment.

(b) As authorized or permitted by law, the Plan may hold payments for the benefit of a Participant or pay them to the Pension Benefit Guaranty Corporation or any other authorized depository for any Participant who is alive but cannot be located. Such payment shall be in full satisfaction of the obligations of the Plan with respect to the Participant.

4.07 Late Retirement.

(a) A Participant may remain in the active service of an Employer or otherwise delay Retirement past Normal Retirement Age. The Participant's Accrued Benefit will be adjusted for work after the Participant's Normal Retirement Date, effective April 1 of the Calendar Year after the Calendar Year in which the work was performed.

(b) For a delayed or late retirement application after Normal Retirement Age with an Annuity Starting Date on or after October 1, 2004, a Participant has a choice between the following payment options.

(i) The Participant may elect a monthly benefit that is actuarially increased for the delay in payment of benefits from the Participant's Normal Retirement Date (and each subsequent April 1 for additional work) to the actual Annuity Starting Date.

(ii) With the consent of a Spouse, the Participant alternatively may elect monthly payments back to the Participant's Normal Retirement Date for all months for which payment of benefits was not subject to suspension. The Plan will treat accruals from work after the Participant's Normal Retirement Date as Post-Retirement Adjustments under this option and will not pay interest on the back payments, except as required by applicable law or regulations.

(c) Subject to applicable law, a Participant with a delayed or late retirement application after Normal Retirement Age and an Annuity Starting Date before October 1, 2004 will be paid only as provided in subsection (b)(ii).

4.08 Early Retirement Date.

(a) Prior to January 1, 1998, an Active Participant could retire with an Early Retirement Benefit on the first day of the month after Early Retirement Age and completion of at least ten (10) Benefit Years.

(b) Effective January 1, 1998 and thereafter, an Active Participant may retire with an Early Retirement Benefit on the first day of a month after Early Retirement Age and completion of at least five (5) Benefit Years.

4.09 Early Retirement Benefit. The early retirement benefit is a monthly payment payable from and after the Early Retirement Date of a Participant in the Basic Form.

(a) The monthly payment equals the Accrued Benefit of the Participant on his Separation Date less a reduction factor.

(b) The reduction factor is one-quarter of one percent (¼% or .25%) for each month between a Participant's Annuity Starting Date and his Normal Retirement Date for a Participant with one or more Hours of Service in Covered Employment on or after July 1, 1993, and one-half of one percent (½% or .5%) per month for any other Participant with one or more Hours of Service in Covered Employment after December 31, 1975. The reduction factor for any other Participant is based on the Plan in effect at Participant's last Hour of Service in Covered Employment.

4.10 Disability Retirement Date. A Participant with ten (10) or more Benefit Years may retire with a Disability Retirement Benefit on the first day of a month after:

(a) 180 days of continuous Total and Permanent Disability; and

(b) the termination of Contributions to the Plan by an Employer for any disability leave of absence of the Participant.

4.11 Disability Retirement Benefit. The disability retirement benefit is a monthly payment from and after the first day of the month following the later of the filing of an application to the Plan office or the 180^{th} day of continuous Total and Permanent Disability and during continuing Total and Permanent Disability until the earlier of recovery or death. The monthly payment equals the Participant's Accrued Benefit at his Separation Date.

4.12 Deferred Vested Benefits. A Vested Participant who ceases to be an Active Participant before his Annuity Starting Date is only entitled to the deferred vested benefits provided under this section.

(a) A deferred Vested Participant is entitled to a Normal Retirement Benefit at his Normal Retirement Date equal to his Accrued Benefit on his Separation Date.

(b) With a Separation Date before January 1, 1998, a deferred Vested Participant may retire with an early retirement benefit beginning on the first day of any month following his attainment of Early Retirement Age and completion of ten (10) Benefit Years.

(c) With a Separation Date on or after January 1, 1998, a deferred Vested Participant may retire with an early retirement benefit beginning on the first day of any month following his attainment of Early Retirement Age and completion of five (5) Benefit Years.

(d) For retirement before the Normal Retirement Date of a deferred Vested Participant, the monthly payment equals the Accrued Benefit of the Participant on his Separation Date less one-quarter of one percent (¼% or .25%) for each month between a Participant's Annuity Starting Date and his Normal Retirement Date for a Participant with one or more Hours of Service in Covered Employment on or after July 1, 1993, and one-half of one percent (½% or .5%) per month for any other Participant with one or more Horus of Service in Covered Employment after December 31, 1975. The reduction factor for any other Participant is based on the Plan in effect as of the Participant's last Hour of Service in Covered Employment.

4.13 Window Benefits. The Plan provides the following special benefits to Vested Participants who retired in specific circumstances.

(a) <u>1991 Window</u>. An Active Participant who retired at or after age 55 from ID Beer Distributors between January 1, 1991 through March 31, 1991 with a pension effective date of February, March or April, 1991 receives an early retirement reduction factor of three percent (3%) per year.

(b) <u>2001 Window</u>. An Active Participant who retired from an Employer bound by the Association Agreement with the Union between October 1, 2001 and December 31, 2001, at or after age 55 and with at least twenty (20) Benefit Years receives the following benefits.

(i) The Benefit Multiplier is $57.25 per month per Benefit Year.

(ii) There is no reduction for early retirement for Participants who have not reached Normal Retirement Age.

(c) 2005 Window (ID Beer). An Active Participant who retired from an Employer who is a member of the Association between September 1, 2005 through December 31, 2005, at or after age 55 and with at last twenty (20) Benefit Years (not restricted to work in the ID Beer Distributor industry) receives the following benefits.

(i) The Benefit Multiplier is $75.00 per month per Benefit Year.

(ii) There is no reduction for Retirement before age 62.

(iii) There is no cap after thirty-five (35) Benefit Years.

(d) 2005 Window (Bunzl). An Active Participant who retired from Bunzl between September 1, 2005 through October 31, 2005, at or after age 58 with at least twenty (20) Benefit Years with Bunzl or its predecessors receives the following benefits.

(i) The Benefit Multiplier is $99.75 per month per Benefit Year up to 35 Benefit Years.

(ii) There is no reduction for Retirement before age 62.

(e) 2006 Window (Thomas Jefferson University Hospital). An Active Participant who retired from Thomas Jefferson University Hospital between June 1, 2006 through September 30, 2006, at or after age 55 with at least twenty (20) Benefit Years receives the following benefits.

(i) The Benefit Multiplier is $65.00 per month per Benefit Year.

(ii) There is no reduction for Retirement before age 62.

(iii) There is no cap after thirty-five (35) Benefit Years.

4.14 Reciprocal Benefits. The Plan provides credit for Hours of Service or benefits to Employees in accordance with the terms of a reciprocal agreement, which is incorporated by reference, with other multiemployer defined benefit plans.

4.15 No Duplication of Benefits. A Participant and anyone claiming through him may not receive more than one type or form of benefit under the Plan for a period of Service. This will not prevent a Participant who recovers from Disability from later Retirement nor payment of benefits earned after an Annuity Starting Date based on additional Service.

4.16 Limitation on Benefits. In addition to any other limitations set forth in the Plan and notwithstanding any other provisions of the Plan, effective for Limitation Years beginning on and after January 1, 2008, benefits under the Plan shall be limited in accordance with Section 415 of the Code and the Treasury Regulations thereunder, in accordance with this Section. This Section 4.16 is intended to incorporate the requirements of Section 415 of the Code by reference except as otherwise specified herein.

(a) **Definitions.** For purposes of this Section 4.16, the following terms shall have the following meanings:

(i) Limitation Year.

"Limitation Year" means the calendar year.

(ii) Plan Benefit.

"Plan Benefit" means, as of any date, the amount of the Participant's benefit as determined under the applicable provisions of the Plan before the application of the limits in this Section 4.16.

(b) **Limit on Accrued Benefits**. For Limitation Years beginning on or after January 1, 2008, in no event shall a Participant's benefit accrued under the Plan for a Limitation Year exceed the annual dollar limit determined in accordance with Section 415 of the Code and the Treasury Regulations thereunder (the "annual dollar limit") for that Limitation Year. If a Participant's Plan Benefit for a Limitation Year beginning on or after January 1, 2008 would exceed the annual dollar limit for that Limitation Year, the accrued benefit, but not the Plan Benefit, shall be frozen or reduced so that the accrued benefit does not exceed the annual dollar limit for that Limitation Year.

(c) **Limitations on Benefits Distributed or Paid.** For Limitation Years beginning on or after January 1, 2008, in no event shall the annual amount of the benefit distributed or otherwise payable to or with respect to a Participant under the Plan in a Limitation Year exceed the annual dollar limit for that Limitation Year. If the benefit distributable or otherwise payable in a Limitation Year would exceed the annual dollar limit for that Limitation Year, the benefit shall be reduced so that the benefit distributed or otherwise payable does not exceed the annual dollar limit for that Limitation Year.

(d) **Protection of Prior Benefits.** To the extent permitted by law, the application of the provisions of this Section 4.16 shall not cause the benefit that is accrued, distributed or otherwise payable for any Participant to be less than the Participant's accrued benefit as of December 31, 2006 under the provisions of the Plan that were both adopted and in effect before April 5, 2007 and that satisfied limitations under Section 415 of the Code and the Treasury Regulations thereunder as in effect as of January 1, 2008.

(e) **Aggregation of Plans.** If a Participant in the Plan also participates in a single-employer plan maintained by an Employer, only those benefits accrued under the Plan as a result of service with that Employer shall be aggregated with the benefits accrued under the single-employer plan. In the event that the aggregate benefit accrued in any Plan Year by a Participant exceeds the limits under Section 415 of the Code and the Treasury Regulations thereunder as a result of the mandatory aggregation of the benefits under this Plan with the benefits under another plan maintained by an Employer. The benefits of the other plan shall be reduced to the extent necessary to comply with Section 415 of the Code and the Treasury Regulations thereunder.

(f) **General.**

(i) To the extent that a Participant's benefit is subject to provisions of Section 415 of the Code and the Treasury Regulations thereunder that have not been set forth in the Plan, such provisions are hereby incorporated by reference into this Plan and for all purposes shall be deemed a part of the Plan.

(ii) This Section 4.16 (ii) is intended to satisfy the requirements imposed by Section 415 of the Code and the Treasury Regulations thereunder and shall be construed in a manner that will effectuate this intent. This Section 4.16 shall not be construed in a manner that would impose limitations that are more stringent than those required by Section 415 of the Code and the Treasury Regulations thereunder.

(iii) If and to the extent that the rules set forth in this Section 4.16 are no longer required for qualification of the Plan under Section 401(a) and related provisions of the Code and the Treasury Regulations thereunder, they shall cease to apply without the necessity of an amendment to the Plan.

(g) **Interpretation or Definition of Other Terms.** The terms used in this Section that are not otherwise expressly defined in the Plan shall be defined, interpreted and applied for purposes of this Section 4.16 as prescribed in Section 415 of the Code and the Treasury Regulations thereunder.

(h) Any increase in the dollar limit pursuant to Section 415(d) of the Code shall be applied to the accrued benefits of both retired and non-retired participants.

4.17 Restricted Benefits. In the event of plan termination, the benefit of any present or former Restricted Employees is limited to a benefit that is nondiscriminatory under IRC Section 401(a)(4).

(a) The payment of benefits to or on behalf of a Restricted Employee will not exceed an amount equal to the payments that would be made to or on behalf of the Restricted Employee in that year under a straight life annuity that is the Actuarial Equivalent of the accrued benefit and other benefits to which the Restricted Employee is entitled under the plan (other than a social security supplement) and a social security supplement, if any, that the Restricted Employee is entitled to receive.

(b) The annual limitation in (a) will not apply if, after taking into account payment to or on behalf of the Restricted Employee of all Restricted Benefits payable to or on behalf of that Restricted Employee under the Plan, the value of Plan assets equals or exceeds 110 percent of the value of current liabilities, as defined in IRC 412(1)(7).

(c) The annual limitation will not apply if the value of the Restricted Benefits payable to or on behalf of the Restricted Employee is less than one percent (1%) of the value of current liabilities before distribution.

(d) The annual limitation will not apply if the value of the Restricted Benefits payable to or on behalf of the Restricted Employee does not exceed the amount described in IRC 411(a)(11)(A) (restrictions on certain mandatory distributions).

4.18 Post-Retirement Adjustments. There are no cost-of-living or other adjustments to benefits under the Plan after a Participant's Annuity Starting Date, except as specifically provided by the Plan.

(a) A Participant who returns to Covered Employment but does not complete an additional Benefit Year, shall not, on subsequent termination of employment, be entitled to a recomputation of his retirement benefit amount based on the additional Service. Except as provided in subsection (e), the additional benefit shall be calculated without adjustment for prior benefit payments or suspension of such payments.

(b) A Participant who returns to Covered Employment and completes one or more additional Benefit Years shall be entitled to a recomputation of his retirement benefit amount, based on the additional Benefit Years.

(c) Any additional benefits earned by a Participant in Covered Employment after his Annuity Starting Date and before his Normal Retirement Date shall, upon subsequent Retirement, be calculated and paid as a separate benefit, based on the additional Benefit Years and the then current Benefit Multiplier for the Participant's Employer, with a new Annuity Starting Date. A Participant shall not be entitled to a new election as to a Joint and Survivor Annuity or any other Optional Form unless he earns at least two (2) consecutive Benefit Years after his Annuity Starting Date and return to work.

(d) Effective October 1, 1990, any additional benefits earned by a Participant in Covered Employment after his Normal Retirement Date will be determined at the end of each Calendar Year and will be payable as of the following January 1, unless subject to suspension due to continued employment. Additional benefits that are not suspended will be paid in the payment form in effect for the Participant at his Normal Retirement Date.

(e) A return to Covered Employment shall not result in the re-calculation of benefits for Service before the Participant's original Annuity Starting Date unless the Participant satisfies the requirements of Section 4.04 (Benefit Break Repair). If the Benefit Multiplier for prior Benefit Years is changed, the benefit will be re-calculated and then be reduced by the Actuarial Present Value of prior payments, including, if appropriate and subject to applicable law, any suspended payments.

(f) Effective December 1, 1999 for all Participants and Beneficiaries receiving monthly benefits as of that date, monthly benefit payments increased by five percent (5%) of the monthly amount as of December 1, 1999.

(g) Supplemental payments in an amount equal to the monthly benefit amount payable to eligible Participant or Beneficiary for the payment month listed below (unless otherwise noted) were made as follows.

Payment Month	**Eligible Class**
December 1990	All Participants and Beneficiaries receiving monthly payments as of December 1, 1990.
December 1993	All Participants and Beneficiaries receiving monthly payments as of December 1, 1993 who were receiving benefits for one year as of that date. All Participants and Beneficiaries in pay status as of December 1, 1993 received a pro-rata portion of the supplemental payment based upon the months of benefit payments in 1993.
December 1995	All Participants and Beneficiaries receiving monthly payments as of November 30, 1994.
December 1997	All Participants and Beneficiaries receiving monthly payments as of November 30, 1996.
December 2002	All Participants and Beneficiaries receiving monthly payments as of December 1, 2002.
December 2004	All Participants and Beneficiaries receiving monthly payments as of December 1, 2004.

4.19 Limitations. Notwithstanding anything in the Plan to the contrary, with respect to the limitations imposed by Code Section 415, with respect to Plan Years beginning in 2004 or 2005, for purposes of adjusting the annual retirement benefit to a straight life annuity, if the annual retirement benefit is paid in any form other than a non-decreasing life annuity payable for a period not less than the life of a Participant or, in the case of a Surviving Spouse Pension, the life of the surviving Spouse, then the actuarially equivalent straight life annuity shall be the greater of the equivalent annual retirement benefit computed using the Plan interest rate and Plan mortality table (or other tabular factor) described in subsection (b) of the definition of Actuarial Equivalent and the equivalent annual retirement benefit computed using an interest rate of 5.50% and the "applicable mortality table" described in subsection (b) of the definition of Actuarial Equivalent.

In the case of any Participant or Beneficiary receiving a distribution after December 31, 2003 and before January 1, 2005, the annual retirement benefit payable in any form other than a non-decreasing life annuity payable for a period not less than the life of a Participant or, in the case of a Surviving Spouse Pension, the life of the surviving Spouse, shall not be less than the amount that would have been so payable had the actuarially equivalent straight life annuity been determined using the "interest rate" in effect as of the last day of the last Plan Year beginning before January 1, 2004.

In the case of any Participant or Beneficiary receiving a distribution on or after January 1, 2006, if the annual retirement benefit is paid in any form other than a non-decreasing life annuity payable for a period not less than the life of a Participant or, in the case of a Surviving Spouse Pension, the life of the surviving Spouse, then the actuarially equivalent annual retirement benefit shall be the greatest of the actuarially equivalent straight life annuity commencing at the Annuity Starting Date that has the same actuarial present value as the form of benefit payable computed using (A) the interest rate and mortality described in IRC 417(e), (B) an interest rate of 5.5% and the applicable mortality table described in IRC 417(e)(3)(B), or (C) the applicable interest rate and the applicable mortality table described IRC 417(e)(3)(B) and (C), divided by 1.05.

ARTICLE 5 – PAYMENT OF BENEFITS

5.01 Distribution of Benefits in General. Any benefit due a Participant, Spouse, or Beneficiary will be paid only on application after separation from service with the Employers, death, disability or termination of the Plan unless otherwise required by law. Payment will be made only in the manner and at the time provided by the Plan.

5.02 Required Distributions - on or after January 1, 2010. The requirements of this Section 5.02 shall take precedence over any inconsistent provisions of the Plan.

All distributions required under this Section 5.02 shall be determined and made in accordance with the Treasury regulations under Code Section 401(a)(9).

Except as provided in the regulations under Code Section 401(a)(9), distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act ("TEFRA") and the provisions of the Plan that relate to section 242(b)(2) of TEFRA.

The Participant's entire interest shall be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date (as defined herein). If the Participant dies before distribution begins, the Participant's entire interest shall be distributed, or begin to be distributed, no later than as follows: If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, then distributions to the surviving Spouse shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

Distributions are considered to begin on the Participant's Required Beginning Date. If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse), the date distributions are considered to begin is the date distributions actually commence.

Unless the Participant's interest is distributed in a single sum on or before the Required Beginning Date as of the first distribution calendar year, distributions shall be made in accordance with this Section. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity shall satisfy the following requirements:

(a) the annuity distributions shall be paid in periodic payments made at intervals not longer than one year;

(b) the distribution period shall be over a life (or lives) or over a period certain not longer than the period described below;

(c) payments shall either be non-increasing or increase only as follows:

(1) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
(2) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period dies or is no longer the Participant's Beneficiary pursuant to a Qualified Domestic Relations Order as described in Section 8.04;
(3) to provide cash refunds of employee contributions upon the Participant's death; or
(4) to pay increased benefits that result from a Plan amendment.

The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin to a surviving Spouse) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, i.e., monthly. All of the Participant's benefit accruals as of the last day of the first distribution calendar year shall be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year shall be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

If the Participant dies before the date distribution of his interest begins and there is a designated Beneficiary, the Participant's entire interest shall be distributed, beginning no later than the time described above, over the life of the designated Beneficiary.

In a calendar year for which minimum distributions are required before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date.

"Required Beginning Date" is the April 1st following the calendar year in which the Participant attains age 70½ or, in the case of a Participant other than a 5% owner (as described in Code Section 416(i)), the April 1st following the calendar year in which the Participant Retires, if later.

"Designated Beneficiary" is the individual who is designated as the beneficiary under the Plan and is the Designated Beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-4, Q&A-14, of the Treasury regulations.

5.03 Normal Payment. Absent the consent of a Participant, payment of benefits will begin in the Normal Form not later than the sixtieth (60th) day after the close of the Calendar Year including the latest of:

(a) The date a Participant attains age 65,

(b) The fifth (5^{th}) anniversary of a Participant's Entry Date, or

(c) Separation from service with the Employers.

5.04 Normal Form. Absent a contrary election by a Participant and, as required by law or the Plan, his Spouse, benefits will be paid under the following rules.

(a) The benefit payable to a Participant who has no current Spouse on his Annuity Starting Date is a monthly payment determined under Article 4 beginning on the first day of the month after Retirement and continuing on the first day of each subsequent month during the life of the Participant with a guarantee of sixty (60) monthly payments.

(b) Except as provided in subsection (d), the term and amount of any benefit payable to a Participant with a Qualified Spouse on his Annuity Starting Date is a monthly payment determined under Article 4, adjusted as to amount and term to provide a Joint and Survivor Annuity.

(c) If a Joint and Survivor Annuity would be payable except for the fact that the Spouse is not a Qualified Spouse on the Annuity Starting Date because the Participant and Spouse have not been married for at last one year, payments to the Participant shall be made in the amount adjusted for the Joint and Survivor Annuity. If the Participant dies before he and Spouse have been married for at least one year before the death of the Participant, the difference between the amounts paid and the amounts that would have been paid if the monthly payment had not been adjusted shall be paid to the Spouse, if then alive, and otherwise to the Participant's Beneficiary.

(d) A Vested Participant who had at least one Hour of Service under the Plan after September 1, 1974 and had not retired under the Plan before August 23, 1984 but earned no Hours of Service in Service with the Employers after August 22, 1984, will be paid as provided in subsection (a) unless he elects payment in the form of a joint and survivor annuity with a Qualified Spouse in accordance with the provisions of this Plan in effect on August 22, 1984.

(e) The form of payment or provision for payment to a Spouse or Beneficiary shall not prevent a suspension of benefits upon a return to work by a Participant or termination of a Disability Retirement Benefit upon recovery or a return to work.

5.05 Waiver of Normal Form. A Participant may elect an Optional Form in place of the Normal Form with, where required by law, a waiver of the Normal Form and consent to any alternate beneficiary by his Spouse.

(a) The Plan will give the Participant and his Spouse a written explanation of the Normal Form and Optional Forms available to the Participant no less than 90 days and no more than 180 days prior to the Annuity Starting Date.

(b) The written explanation shall include:

(i) the terms and conditions of the Normal Form of payment;

(ii) the Participant's right to make and the effect of an election to waive the Normal Form;

(iii) the rights of a Participant's Spouse;

(iv) the right to make, and the effect of, a revocation of a previous election to waive the Normal Form;

(v) the relative values of the Optional Forms of payment available to the Participant under the Plan.

(c) An election must be made before the Annuity Starting Date or, if later, within 90 days after the Plan provides the written explanation. For distributions on or after January 1, 2009, the annuity starting date may be a date prior to the date the written explanation is provided to the Participant if the distribution does not commence until at least 30 days after the written explanation is provided, subject to subsection (d), or is subject to change in the event of a timely election. A failure to elect payment in an Optional Form with spousal consent on a timely basis shall be treated as an election of payment in the Normal Form.

(d) The Annuity Starting Date for a distribution in a form other than the Normal Form for a Participant shall be no less than 90 days after receipt of the written explanation unless the following conditions are satisfied:

(i) The Participant has been provided with information that clearly indicates that the Participant has at least 90 days to consider whether to waive payment in the Normal Form and elect (with spousal consent) a form of distribution other than the Normal Form.

(ii) The Participant is permitted to revoke any affirmative distribution election at least until his Annuity Starting Date or, if later, at any time prior to the expiration of the 7-day period that begins the day after the written explanation is provided to the Participant.

(iii) The Annuity Starting Date is a date after the date that the written explanation was provided to the Participant.

(e) An election of an Optional Form or failure to waive payment in the Normal Form on a timely basis is irrevocable.

5.06 Social Security Level Income Option. The Plan provides a Social Security level income option for a Vested Participant who is entitled to a pension, other than a Disability Retirement Benefit, after age 55 and before age 62 or 65.

(a) The benefit is determined according to the age at which the Participant expects to receive his Social Security benefit and the estimated amount of Social Security Benefits. It provides a higher payment before Social Security payments are expected to begin and a reduced payment thereafter in order to provide an approximately level income from the Plan and Social Security benefits both before and after receipt of Social Security benefits during the life of the Participant with, if so elected, a survivor annuity for his Spouse.

(b) the annuity will be the Actuarial Equivalent of the benefit otherwise payable to a Participant in the Normal Form and offer reduced benefits for a surviving Spouse after the death of the Participant.

(c) References to Social Security benefits in the Plan and the benefits provided by this option are independent of any aspect of benefits provided under the Federal Insurance Contribution Act and do not promise or guarantee actual payment of such benefits nor the amount of such benefits.

(d) The Social Security Level Income option will not be available if it would result in a monthly benefit of less than $50.00 to the Participant.

5.07 Partial Lump Sum Option. The Plan provides a partial lump sum option for a Vested Participant to have a portion of his benefits paid in a lump sum and thereafter receive a reduced monthly benefit.

(a) The amount of the partial lump-sum payout equals 5% of the Actuarial Present Value of the benefit payable to the Participant.

(b) The remaining Actuarial Present Value of the benefit shall be paid in the Normal Form for a Participant.

(c) The benefits payable in a Joint and Survivor Annuity form of payment shall be based upon the reduced monthly pension as determined under this section.

(d) Once this option is elected, it may not be revoked.

5.08 Suspension of Benefits Before Normal Retirement Age. Payment of any benefit before Normal Retirement Age will stop at the beginning of the first month in which an Employee is employed in Industry Service in the Plan Area. A Disability Benefit will also terminate on a return to any work that is inconsistent with Total and Permanent Disability.

5.09 Resumption of Benefits Before Normal Retirement Age. An Early Retirement Benefit or Disability Retirement Benefit will only resume and be paid after renewed Retirement or new or continuing Total and Permanent Disability.

(a) Suspended payments are lost forever. Except as required by law, they will nonetheless be treated as paid to the Participant in computing benefit payments which are required to begin or resume at a later date or any guaranteed number of payments.

(b) The amount of the new benefit shall be determined as if it were then being determined for the first time, but on the basis of an adjusted age.

(c) The adjusted age shall be the age of the Participant at the beginning of the first month for which payment is resumed, reduced by the months in which his benefits were suspended and he worked for more than forty-six (46) Hours of Service in Industry Service in the Plan Area. This amount shall be determined before adjustment, if any, for additional Service during reemployment, for changes in the Plan adopted after the Participant first retired and any offset for overpayments. The amount shall then be adjusted for the Joint and Survivor Annuity form or any Optional Form elected by the Participant.

(d) Any overpayment of benefits before discovery of the reemployment and the Normal Retirement Date of an Employee may be recovered from future benefit payments in any fashion that does not impair the Normal Retirement Benefit.

(e) The amount of payment, if any, for additional Service during reemployment, will be determined and paid in accordance with Section 4.17 (Post-Retirement Increases).

(f) A Joint and Survivor Annuity option in effect immediately prior to suspension of benefits and any other death benefit under the Basic Form or Optional Form following the death of a Participant shall remain effective if the Participant dies while his benefits are suspended.

5.10 Suspension of Normal Retirement Benefit. Payment of a Normal Retirement Benefit will be suspended and forfeited for each month in which a Participant has forty-six (46) or more Hours of Service in Industry Service in the Plan Area. The Plan may presume that the Participant has worked forty-six (46) or more hours on learning of any work in Industry Service in the Plan Area.

5.11 Suspension Notice. A Normal Retirement Benefit payment will not be withheld due to reemployment in Industry Service until the Plan notifies the Participant of the suspension during the first month in which the Plan withholds payment by personal delivery or first class mail. The notification must explain the specific reasons for the suspension, the Plan provisions relating to the suspension of payments, the procedures for review of the suspension of benefits as a denied claim for benefits, the procedures to apply for resumption of benefits on renewed retirement and, as soon as practicable, the periods of Industry Service and amount and procedure for recovery of any overpayments against future benefits and include a copy of relevant Plan provisions and reference to 29 C.F.R. §2530.203-3.

5.12 Reemployment Forfeiture Amount. The amount of Normal Retirement Benefit forfeited on reemployment in Industry Service is based on the following rules:

(a) In the case of benefits payable periodically for a lifetime, the forfeiture is equal to the benefit payable for each month of suspension.

(b) In the case of a benefit payable in a form other than a life annuity, the forfeiture equals the lesser of the amount of benefits payable as a single life annuity under the Plan since the Annuity Starting Date or the actual amount paid or scheduled to be paid for the month of suspension.

(c) Any benefits paid on a non-monthly basis will be converted to monthly payments.

(d) Suspended payments are lost forever. Except as required by law, they will nonetheless be treated as paid to the Participant in computing benefit payments which are required to begin or resume at a later date or any guaranteed number of payments.

(e) A Top-Heavy Minimum Benefit will not be forfeited.

(f) A Joint and Survivor Annuity option in effect immediately prior to suspension of benefits and any other death benefit under the Basic Form or Optional Form following the death of a Participant shall remain effective if the Participant dies while his benefits are suspended.

5.13 Waiver of Suspension. The Trustees may temporarily waive suspension of benefits. A waiver shall be for good cause, including labor need or other considerations relevant to the purposes of the suspension rules. The waiver may be limited to a specific retiree or class or group of retirees or a specific job site, time frame or class or group of work without affecting the enforcement of suspension rules in other cases.

5.14 Resumption of Payment. Payment of a suspended Normal Retirement Benefit will resume no later than the first day of the third month after the month in which the Participant stops working in Industry Service in the Plan Area and so notifies the Plan in writing.

(a) The initial payment will include the payment scheduled for the month in which payment resumes and any amounts withheld between the cessation of work and the resumption of payment less benefits paid for months of Industry Service in the Plan Area before the Suspension Notice. The monthly amount of pension when resumed after suspension shall be the same monthly amount as the Participant received prior to suspension.

(b) Subsequent payments will equal the regular monthly benefit for the Participant.

(c) Any additional benefits for work in Covered Employment during a period of suspension will be recalculated and paid in accordance with Section 4.18 (Post-Retirement Adjustments).

(d) The Plan may recover any overpayment of benefits after Normal Retirement Age and before the Suspension Notice by a reduction in future payments of up to twenty-five percent (25%) of each payment until the overpayment is recovered in full.

5.15 Participant Reporting. A retired Participant must notify the Plan of any return to work in Industry Service, his employer, the amount and duration of work and renewed Retirement.

(a) The Plan may request verification that a Participant is not working or the nature and amount of work, including tax returns, Forms W-2 or a Social Security earnings report, and may assume that the Participant is working in suspendible employment and withhold benefits until a proper verification and requested documentation is received.

(b) A Participant certifies that he is not engaged in work that causes a suspension of benefits by cashing a retirement check from the Plan.

(c) A Participant may seek an advance determination concerning possible suspension by a written request to the Trustees in the same manner as a request for review of a denied claim. Work before an initial ruling on an advance determination request will not be cause for a suspension or termination of benefits.

5.16 No Assignment of Benefits. Benefits under the Plan may not be assigned or alienated other than through a Qualified Domestic Relations Order. This provision shall not apply to an offset or other recovery by the Plan, pursuant to a criminal conviction, civil judgment, or settlement agreement as provided in IRC 401(a)(13)(C) and (D). Unless prohibited by law, the remedy in IRC 401(a)(13)(C) and (D) shall not preclude any other or greater right of offset or recovery by the Plan allowed by ERISA or its common law.

5.17 Facility of Payment. The Trustees may redirect payments for a Participant, Spouse or Beneficiary who becomes unable to care for his affairs, in the judgment of the Trustees, because of mental or physical incapacity, age, illness, infirmity or incapacity of any kind unless, prior to such payment, claim shall have been made for such payment by a legally-appointed guardian, committee or other legal representative appropriate to receive such payments on behalf of the Participant, Spouse or Beneficiary. The Plan may make payment for the maintenance and support of the Participant, Spouse or Beneficiary directly to persons providing services for the incompetent or to a person selected by the Trustees to disburse the money for the benefit of the incompetent or to such person as the Trustees find to be an object of the natural object of bounty of the Participant, Spouse or Beneficiary. The Trustees may also make payment of the funeral expenses of the Participant in lieu of any payment to the estate of a Participant, Spouse or a Beneficiary. Any payments made pursuant to this section will be in full satisfaction of any obligation to the incompetent person and be charged against the benefit payable to the incompetent.

5.18 Rollovers. For distributions made on or after January 1, 1993 and notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this part, a distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an eligible rollover distribution that is equal to at least $500 paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(a) An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except than an eligible rollover distribution does not include:

 (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more;

 (ii) any distribution to the extent such distribution is required under IRC 401(a)(9); any hardship distribution described in IRC 401(k)(2)(B)(i)(iv) that is received after December 31, 1998 and,

 (iii) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and

 (iv) any other distribution(s) that is reasonably expected to total less than $200 during a year.

(b) "Eligible Retirement Plan" means any one of the following that accepts the Distributee's Eligible Rollover Distribution: an individual retirement account or annuity described in Code Sections 408(a) or (b) (other than an endowment contract), an annuity plan described in Code Section 403(a), a qualified defined contribution plan described in Code Section 401(a). For Eligible Rollover Distributions made after December 31, 2001, an Eligible Retirement Plan shall also mean an annuity contract described in Code Section 403(b) and an eligible plan described in Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state of political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. For Eligible Rollover Distributions made on or after January 1, 2007, an Eligible Retirement Plan shall also mean an individual retirement account established on behalf of a non-Spouse Beneficiary as described in Code Section 402(c)(11). Effective for distributions made on or after January 1, 2009, a Distributee may elect to have all or a portion of an Eligible Rollover Distribution rolled over to a Roth IRA described in Code Section 408A. However, for distributions made prior to January 1, 2010, the Distributee shall not be eligible to make the rollover contribution to a Roth IRA if the Distributee's modified adjusted gross income exceeds $100,000 or the Distributee is a married individual filing a separate federal tax return. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is an Alternate Payee. Prior to January 1, 2002, an Eligible Retirement Plan for a surviving Spouse, or Spouse or former Spouse who is an Alternate Payee, was an individual retirement account or annuity under Code Sections 408(a) or (b).

(c) A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is an alternate payee under a qualified domestic relations order, as defined in section IRC 414(p), are distributees with regard to the interest of the spouse or former spouse. Effective for distributions made on or after January 1, 2007, Distributees shall include a non-Spouse Beneficiary with regard to the interest of the non-Spouse Beneficiary.

(d) A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

5.19 Taxes. Federal, state and local income tax, and any other applicable taxes, will be withheld from the benefit payments as required by law or determined by the Trustees to be appropriate for the protection of the Plan and its Participants and beneficiaries.

ARTICLE 6 – SPOUSE AND OTHER BENEFITS

6.01 Joint and Survivor Annuity. The Joint and Survivor Annuity form is a monthly payment on the Annuity Starting Date and the first day of each subsequent month during the life of the Participant with a survivor annuity for the life of his Qualified Spouse. The Joint and Survivor Annuity form of payment is equal to the Actuarial Equivalent of a Participant's Accrued Benefit; provided, however, that the Joint and Survivor formula in effect prior to January 1, 2009 shall apply if use of the Actuarial Equivalent would result in the decrease of an accrued benefit of the Participant within the meaning of Code Section 411(d)(6).

(a) The Participant will receive an adjusted monthly amount beginning on his Annuity Starting Date and continuing on the first day of each subsequent month until his death.

(b) A surviving Qualified Spouse will receive a monthly pension equal to half (50%) of the adjusted benefit that the Participant received before his death beginning on the first day of the month following the Participant's death and continuing on the first day of each subsequent month until the death of the Spouse.

(c) A Joint and Survivor Annuity, once payments have begun, may not be revoked nor will benefits be increased by reason of subsequent divorce or death of the Spouse before the death of the Participant.

6.02 Survivor Annuity. A surviving Qualified Spouse of a Vested Participant who dies before his Annuity Starting Date will receive a survivor annuity.

(a) If the Participant dies after he was eligible to receive pension payments (other than a Disability Retirement Benefit), the surviving Qualified Spouse shall be entitled to a surviving spouse benefit determined in accordance with the provisions of Section 6.01(b) as if the Participant had retired on the day before he died.

(b) If the Participant dies before he is eligible to receive pension payments (other than a Disability Retirement Benefit), the survivor annuity is a monthly benefit payable on the first day of the month after the earliest date on which the Participant would have been eligible to retire with a Deferred Vested Benefit Early Retirement Benefit or Normal Retirement Benefit and the first day of each subsequent month during the life of the Spouse. The monthly payment equals the survivor annuity payable under a joint and 50% survivor annuity, determined as if the Participant had left Covered Employment on the earlier of his Separation Date of death, survived until earliest retirement age, retired in the month before payments to the Spouse begin and then died.

6.03 Post-Retirement Death Benefit. The Plan pays a post-retirement death benefit to a Beneficiary on the death of a Participant on or after his Annuity Starting Date only if the Participant was not paid in the Joint and Survivor Annuity form and dies before he has received a total of sixty (60) monthly payments. The balance of sixty (60) guaranteed payments shall be commuted to a lump sum and paid to his Beneficiary on application within five (5) years of death. The benefit shall be forfeited absent timely application.

6.04 Domestic Relations Orders. The Plan will treat a Domestic Relations Order as a claim for benefits under the plan with the following special rules.

(a) The Participant and any earlier alternate payee will be notified of the receipt of a Domestic Relations Order and the procedures of the Plan for determining the qualified status of the Domestic Relations Order.

(b) Within a reasonable period after receipt of the Domestic Relations Order, the Plan will determine whether the Domestic Relations Order is a Qualified Domestic Relations Order and notify the Participant and each alternate payee of its determination.

(c) The Plan will separately account for the amount payable to the alternate payee under the Domestic Relations Order until a final determination of the qualified status of the Domestic Relations Order by the Plan, an appeal to the Trustees or a court of competent jurisdiction.

(d) The Plan will pay the segregated amount to the alternate payee under the Domestic Relations Order on a final determination that the Domestic Relations Order is a Qualified Domestic Relations Order within eighteen months after the first payment to an alternate payee would be required under the Domestic Relations Order. The segregated amount will be paid to the Participant or alternate payee otherwise entitled to all or a portion of the segregated amount in the absence of a final determination of the qualified status of the Domestic Relations Order by that date.

(e) The Plan will pay all monthly benefits that become due after a final determination that a Domestic Relations Order is a Qualified Domestic Relations Order in accordance with the Qualified Domestic Relations Order. It may adjust payments to assure that total payments do not exceed the Actuarial Equivalent of the accrued benefit of a Participant.

6.05 Qualified Optional Survivor Annuity. In lieu of the Joint and Survivor Annuity described in Section 6.01 above, a Participant may elect a Qualified Optional Survivor Annuity form of payment. Under the Qualified Optional Survivor Annuity form, the Participant will receive an adjusted monthly benefit beginning on his Annuity Starting Date and continuing on the first day of each subsequent month until his death. A surviving Qualified Spouse will receive a monthly pension equal to three-quarters (75%) of the adjusted benefit that the Participant received before his death beginning on the first day of the month following the Participant's death and continuing on the first day of each subsequent month until the death of the Spouse. The Participant's monthly amount under the Qualified Optional Survivor Annuity form will be the actuarial equivalent of the monthly amount set forth in Section 6.01(c) above. A Qualified Optional Survivor Annuity, once payments have begun, may not be revoked nor will benefits be increased by reason of subsequent divorce or death of the Spouse before the death of the Participant.

ARTICLE 7 – FUNDING

7.01 Funding Policy. The Plan is funded through contributions from the Employers and others under Collective Bargaining Agreements or Participation Agreements acceptable to the Trustees, Withdrawal Liability and reciprocal agreements with other plans accepted by the Trustees. The Trustees may reject payments that they find are actuarially unsound or inconsistent with the purposes of the Plan.

7.02 Employer Contributions. An Employer will pay contributions to the Plan or Trust, for allocation to the Plan as directed by the Trustees, as required by law, a Collective Bargaining Agreement, a Participation Agreement or the Trust Agreement and pay interest, liquidated damages and costs of collection (including attorney fees) as required by the Collective Bargaining Agreement, Participation Agreement, Trust Agreement or law. Payment to the Trustees, accompanied by a detailed report, will be made promptly each month covering the payroll through the preceding month. The Trustees may at any time audit the information contained in the report. Payment of more than the amount provided in a Collective Bargaining Agreement or Participation Agreement will not entitle a Participant to benefits based on the excess nor will payment of contributions for work by a person who is not an Eligible Employee entitle him to any benefits.

7.03 Irrevocability. Contributions to the Trust or Plan are irrevocable. The Employers will have no right, title or interest in contributions once paid to the Plan or Trust and no Plan assets will revert to the Employers. The Trustees may return amounts paid by an Employer due to a mistake of fact, payments conditioned on qualification of the Plan or deductibility of a payment and correct any excess contributions (as defined in IRC 4972) as provided by law.

7.04 Return of Mistaken Contributions. The Trustees may return amounts erroneously paid to the Trust as allowed by law.

(a) A contribution or withdrawal liability payment made by reason of a mistake of fact or law, other than a mistake relating to the qualification of a Plan under IRC 401 or the exemption of the Trust from tax under IRC 501(a), may be returned within six (6) months after a determination of a mistake that is refundable under Plan policies by the Trustees.

(b) A contribution which is conditioned on initial qualification of a Plan may be returned within one (1) year after an adverse determination, provided an application for determination is filed by the time prescribed for filing the employer's return for the taxable year in which the Plan was adopted.

(c) A contribution which is conditioned on deductibility under IRC 404 may be returned (to the extent disallowed) within one (1) year after disallowance.

7.05 Trust for Participants. All Plan assets will be held in trust for the exclusive purpose of providing benefits to Participants, Spouses and Beneficiaries and defraying reasonable expenses of the Plan.

(a) An Employee will receive benefits only as provided by the Plan and does not have any account nor right to payment from the Plan simply because contributions are paid to the Plan for his work or leave time with the Employers. Plan assets will not be used for the benefit of the Employers.

(b) The Trustees may delegate or assign responsibility for investment (including acquisition and disposition of assets) to an Investment Manager on the written acknowledgement of the Investment Manager of its status as a fiduciary with respect to a Plan. The appointment of an Investment Manager shall relieve the Trustees of any obligation to invest or manage an asset of the Trust or a Plan and relieve them of liability for any act or omission of the Investment Manager.

7.06 Source of Benefit Payments. Plan assets will be the sole source for the payment of benefits under the Plan. This Plan has been established on the basis of an actuarial calculation that has established, to the extent possible, that the contributions will, if continued, be sufficient to maintain the Plan on a permanent basis, and fulfill the funding requirements of ERISA.

(a) Except for Withdrawal Liability or other liabilities which may result from provisions of ERISA or other law, nothing in this Plan will be construed to impose any obligation to contribute on an Employer beyond the obligation of the Employer to make contributions as stipulated in its Collective Bargaining Agreement or Participation Agreement.

(b) There will be no liability upon the Trustees, individually or collectively, or upon the Union to provide the benefits established by the Plan if the Plan does not have assets to make such payments except as required by law.

7.07 Expenses. All expenses of establishing, administering and terminating the Plan and Trust with respect to the Plan will be paid from Plan assets.

7.08 Withdrawal Liability. A Control Group Employer shall pay to the Plan all amounts due as a result of a Partial Withdrawal or Complete Withdrawal from the Plan. The Trustees shall have full authority to adopt rules and regulations setting forth procedures for the determination and collection of Withdrawal Liability which shall be binding on each Control Group Employer as provided by law.

7.09 Employer Notice of a Withdrawal. A Control Group Employer shall notify the Plan of information relating to the assessment, calculation or collection of Withdrawal Liability in accordance with law and the following rules.

(a) A Control Group Employer shall notify the Plan within thirty (30) days of information relating to a Complete or Partial Withdrawal, a reportable event under ERISA 4043(c)(9), (c)(10), (c)(11) or (c)(12) (regardless of whether notice to PBGC is waived) or other events which affect an Employer's obligation to contribute to the Plan. Notification shall include information relating to the reason for the change in the Employer's obligation to contribute to the Plan and the identity of any purchaser of the Employer or its assets.

(b) A Control Group Employer shall provide information that the Trustees reasonably find necessary or appropriate for assessment, calculation or collection of Withdrawal Liability within thirty (30) days of a written request of the Trustees. Absent a timely and complete response, the Trustees will assess, calculate and collect withdrawal liability on the assumption that the information sought is adverse to the interest of the Control Group Employer.

7.10 Amount of Liability for Complete Withdrawal. The Liability for Complete Withdrawal shall be a Controlled Group Employer's share of the Unfunded Vested Liability of the Plan determined as of the end of the Plan Year preceding the date of the Complete Withdrawal using the "rolling five" method of ERISA 4211(c)(2).

(a) The liability for a share of Unfunded Vested Liability shall be reduced or adjusted as provided by ERISA, including any de minimis reduction under ERISA 4209 and as provided by ERISA Section 4219(c)(1)(B) for extended payment schedules and ERISA 4225 for insolvency of a Control Group Employer.

(b) A Control Group Employer has the burden of providing evidence to the Trustees to show a limitation on Withdrawal Liability and proving the applicability and amount of the limitation. Absent timely production of such evidence, the Trustees will assess, calculate and collect Withdrawal Liability without regard to the limitation.

7.11 Amount of Liability for Partial Withdrawal. The amount of a Control Group Employer's liability for a Partial Withdrawal above shall be its liability calculated as if the Employer had a Complete Withdrawal with the following adjustments.

(a) For a Partial Withdrawal by a 70% decline in contribution base units under ERISA 4205(b)(1), the liability for a Complete Withdrawal will be calculated at the end of the first Plan Year in the 3-year testing period. This liability is multiplied by one (1) minus a fraction. The numerator equals the contribution base units of the Control Group Employer in the Plan Year after a 3-Year Testing Period. The denominator equals the average annual contribution base units of the Control Group Employer in the five (5) Plan Years before the 3-Year Testing Period.

(b) For a Partial Withdrawal under ERISA 4205(b)(2), the base liability is calculated as if the Control Group Employer had a Complete Withdrawal on the date of the Partial Withdrawal. This liability is multiplied by one (1) minus a fraction. The numerator of the fraction is the total contribution base units of the Control Group Employer for the Plan Year following the Plan Year in which the Partial Withdrawal occurred. The denominator is the average contribution base units for the Control Group Employer for the five (5) Plan Years before the Plan Year in which the Partial Withdrawal occurred.

7.12 Abatement of Withdrawal Liability. If a Control Group Employer who has a Complete Withdrawal later renews the obligation to contribute, the unpaid balance of the Employer's liability incurred on account of the earlier Complete Withdrawal will be reduced pursuant to ERISA 4207 and PBGC regulations. The liability of a Control Group Employer for a Partial

Withdrawal shall be reduced or eliminated in accordance with ERISA 44208 and PBGC regulations.

7.13 Withdrawal Liability Payments. Withdrawal Liability shall be payable in equal monthly installments calculated as follows over a term which is sufficient to amortize the Withdrawal Liability under the actuarial assumptions used to calculate the Withdrawal Liability of the Control Group Employer, except as limited by ERISA 4219(c)(1)(B) or abated.

(a) The monthly payment is 1/12 of an annual payment amount equal to the product of (b) multiplied by (c) with interest (under the actuarial assumptions used to calculate Withdrawal Liability) for payment after the first day of a Calendar Year.

(b) The payment is based on the highest rate at which the Control Group Employer was obligated to contribute to the Plan in the Plan Year in which the withdrawal occurred and in the preceding nine (9) Plan Years.

(c) The highest rate under (b) is multiplied by the Control Group Employer's average annual contribution base units for the three (3) consecutive Plan Years, within the ten (10) consecutive Plan Years ending before the Plan Year in which the withdrawal occurred, during which the Employer's contribution base units were the highest.

(d) The monthly payment with respect to a Partial Withdrawal shall be the amount determined for a Complete Withdrawal multiplied by the factor used to adjust the amount of liability for a Complete Withdrawal to a Partial Withdrawal.

(e) A Control Group Employer may prepay all or part of its Withdrawal Liability, without penalty.

7.14 Notice and Review of Withdrawal Liability. The procedures for assessment and review of Withdrawal Liability shall follow ERISA 4219 and this section.

(a) The trustees shall notify a Control Group Employer of the amount of Withdrawal Liability Schedule for payment and demand payment as soon as practicable after a Complete Withdrawal or Partial Withdrawal.

(b) No later than ninety (90) days after a demand for Withdrawal Liability, any party from whom Withdrawal Liability is sought or a member of its Control Group Employer may seek review in accordance with ERISA 4219(b)(2).

(c) The Trustees shall do a reasonable review and respond to a request for review with their decision, the basis for the decision and the reason for any change in the amount of Withdrawal Liability or payment schedule.

(d) A dispute between the Employer and the Plan concerning a determination of Withdrawal Liability shall be submitted to arbitration as provided for in ERISA Section 4221 and the withdrawal liability arbitration rules of the American Arbitration Association. No issue concerning the computation of Withdrawal Liability may be submitted for arbitration unless the matter has been reviewed by the Trustees in accordance with ERISA 4219(b)(2) and any Plan rules adopted thereunder. Arbitration must be initiated with the American Arbitration Association by the deadline in ERISA 4221(a)(1) absent contrary written agreement with the Trustees or their counsel.

7.15 Payment of Withdrawal Liability. Withdrawal Liability shall be paid notwithstanding the pendency of any review, arbitration or other proceedings. Payment shall begin:

(a) No later than sixty (60) days after a demand for payment.

(b) Interest will accrue on any late payment from the date that payment was due until paid under ERISA 4219(c)(6) and PBGC regulations.

(c) On a Withdrawal Liability Default, the Plan may require immediate payment of some or all installments that would otherwise be due in the future.

(d) If, following review, arbitration or other proceedings, the amount of the Withdrawal Liability is determined to be different from the amount set forth in the notice and demand for withdrawal liability, the adjustment shall be made reducing or increasing the total number of installment payments due. If the Employer has paid more than the amount finally determined to be its Withdrawal Liability, the Plan shall refund the excess with interest at the rate under ERISA Section 4219(c)(6) and PBGC regulations.

7.16 Withdrawal Liability Default. A Control Group Employer is in default on Withdrawal Liability as follows:

(a) A default occurs if any installment is not paid when due and the Control Group Employer fails to pay the past-due installments within sixty (60) days after a late-payment notice from the Plan and is effective as of the due date of the first omitted payment.

(b) A default occurs if the Employer liquidates pursuant to a petition under the Bankruptcy Code, or similar proceedings under state or other federal laws.

(c) A default occurs if all or substantially all of the Employer's assets are sold, distributed, or transferred out of the jurisdiction of the courts of the United States.

(d) The Trustees may declare a default upon a reportable event described in ERISA 4043(c)(9), (c)(10), (c)(11), (c)(12) or other events which impair or jeopardize the ability of the Control Group Employer to pay its Withdrawal Liability in full and on time in the sole and exclusive judgment of the Trustees.

7.17 Collection. The Trustees may sue to collect Withdrawal Liability or Contributions that are not timely paid. If judgment is awarded in favor the Plan, the judgment shall include the unpaid liability, attorney fees and costs and interest and liquidated damages as follows.

(a) Interest shall be charged from the date the payment was due to the date it is paid at an annual rate equal to the rate for an underpayment of taxes under ERISA 502(g).

(b) Liquidated damages equal the greater of the amount of interest charged on the unpaid balance; or twenty percent (20%) of the unpaid amount awarded.

(c) Nothing in this section shall be construed as a waiver or limitation of the Plan's right to other legal or equitable relief.

7.18 Mass Withdrawal. If all or substantially all Control Group Employees withdraw from the Plan in a mass withdrawal, the Withdrawal Liability of each such Employer shall be adjusted as provide by ERISA for a mass withdrawal.

7.19 Notice to Control Group Employers. Any notice that must be given to Control Group Employers under this Article or ERISA shall be effective if given to a Contributing Employer who is a member of a Control Group Employer at the address of the Contributing Employer on its last contribution remittance report to the Plan or a single different address in a written notice to the Plan by the Contributing Employer or the designated federal tax representative of a Control Group Employer including the Contributing Employer.

ARTICLE 8 – CLAIMS PROCEDURE

8.01 Benefit Claim. All applications for any benefits will be in writing and in a form and manner prescribed by the Trustees. A claim will not be considered filed until the claimant has answered all questions, signed the application and provided any information or data requested by the Plan. No benefits under the Plan are payable for any period before submission of a complete written application except as specifically provided in the Plan or as required by law.

8.02 Approval or Denial of Claims. A claimant for benefits will be notified of approval or disapproval of the claim.

(a) Notice of approval may be made by payment or otherwise.

(b) The Plan will generally notify the claimant of the complete or partial denial of an application in writing within 90 days of the date the claim was filed. The notice will be written in a manner that the claimant should be able to understand.

(c) If special circumstances require additional time for processing the claim, the Plan may extend the time for response by notice to the claimant mailed within the original 90 day period. The extension shall not exceed 180 days from the date the claim was filed.

(d) A denial notice will explain the reason the claim was denied, make specific reference to the pertinent Plan provision upon which the denial is based, describe any additional material or information necessary for the claim to be honored, explain the need for additional material or information, explain that the claimant has a right to file a written request for review by the Trustees and the right to sue under ERISA 502(a).

(e) If a claim involves a claim for a Disability Retirement Benefits, the following additional rules apply:

   (i) A claimant will be notified of the Plan's benefit determination within a reasonable period of time after the receipt of the claim, but not later than 45 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 30 days provided that the extension is necessary due to matters beyond the control of the Plan and the claimant is notified prior to the expiration of the initial 45-day period. The notice to the claimant shall state the reason for the extension and the date by which the Plan expects to render a decision. If, prior to the end of the first 30-day extension period, due to matters beyond the control of the Plan, a decision cannot be made within that extension period, the Plan may extend the time for decision up to 30 more days upon notice to the claimant of the reasons for the extension and the date on which the Plan expects to render a decision. If the extension is necessary due to the failure of the claimant to submit the information necessary to decide the claim, the notice of extension must describe the required information. The claimant will then have 45 days from receipt of the notice within which to provide the specified information.

(ii) A determination to deny a Disability Retirement Benefit shall: (A) disclose any internal rule, guideline, protocol or similar criteria relied upon in making an adverse determination or include a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request, and (B) provide that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits.

8.03 Appeals. The claimant or his duly authorized representative may generally submit an appeal to the Trustees within sixty (60) days after written denial of a claim. If the appeal involves Disability Retirement Benefits, if may be submitted to the Trustees within one-hundred eighty (180) days after written denial of the claim. The Participant or an authorized representative may review pertinent documents available to the Plan and submit issues and comments in writing in connection with a request for review. An appeal will be submitted to the Trustees at the address on the denial notice or the Plan address in the summary plan description.

8.04 Decision on Appeal. A decision on a request for review ordinarily will be made by the Trustees at or before the next regular meeting of the Trustees scheduled at least thirty (30) days after the appeal is received. If special circumstances require an extension of time for processing, a decision may be delayed until the next regularly scheduled quarterly meeting of the Trustees. Written notice of the extension will be mailed to the claimant within the original period.

(a) A decision on appeal will be in writing and, if adverse to a claimant, include specific reasons for the decision and specific references to the Plan, a description of any further or voluntary appeal procedures, a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, or other information relevant to the claimant's claim for benefits and the right to sue under ERISA 502(a).

(b) If the appeal involves Disability Retirement Benefits, the following special rules will apply:

(i) An adverse determination will be reviewed by a Plan consultant who has no role in the initial claim denial and the review will be an independent one without giving the original denial any special consideration. The review shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

(ii) If a medical judgment is involved, the person reviewing the claimant's appeal will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment and who has no role in the initial claim denial. The medical or vocational experts whose advice was obtained will be identified.

8.05 Delayed Response. The lack of a timely response by the Plan may be treated as a denial of the claim for purposes of exhaustion of remedies. It will not entitle the claimant to payment of denied benefits.

8.06 Hearings. A claimant shall appear in person before the Trustees upon written request. The Trustees may deny an application for failure to appear without prejudice to a new application.

8.07 Information. A Participant, Spouse, Beneficiary, claimant or other person who claims or receives a payment from the Plan must furnish any information or proof requested by the Plan that is reasonably required to administer the Plan and determine initial and ongoing eligibility for payment.

(a) The Trustees specifically, and without limitation of other information requests, reserve the right to cause a person receiving a Disability Retirement Benefit to be examined by a physician or physicians of their choice in determining eligibility for a Disability Retirement Benefit and may require periodic re-examinations, not more often than annually.

(b) Failure on the part of a Participant, Spouse, Beneficiary, claimant or other person who claims or receives a payment from the Plan to comply with a request for information or proof within a reasonable period of time and in good faith will be sufficient basis to deny future payments and, if appropriate, to seek the return of prior payments.

8.08 Mistaken Facts. The Trustees may take any action they consider necessary or appropriate to correct any inequity in benefit payments resulting from incorrect information received by or communicated to the Plan in good faith or as the consequence of administrative error. The Trustees may adjust any future benefits and recover any prior payments, by reduction of future benefits or otherwise, to correct any misstatement of material fact by a claimant.

The Trustees shall have the right to recover by all legal and equitable means any amounts paid to anyone in error, plus interest on same, and the right to recover by all legal and equitable means any amounts paid to which the recipient was not rightfully entitled under the terms of this Plan, plus interest on same. This right to recovery shall include, but shall not be limited to, the right to adjust future payments actuarially, or otherwise, to recoup such amounts from any future benefits to be paid to or on behalf of the Participant or Beneficiary and the right to recoup such amounts from any benefits to be paid to or on behalf of any survivors of the Participant or Beneficiary. Where benefit payments received by a Retired Participant in the form of a joint and survivor annuity are actuarially adjusted to recoup an overpayment, such adjustment shall not extend, and recoupment shall not apply, to benefits paid to the Retired Participant's surviving spouse.

8.09 Finality. An unappealed denial of a claim or decision or exercise of discretion by the Trustee on a claim will be final and binding on all parties except with respect to interpretation of a Collective Bargaining Agreement. The Trustees have full and complete discretion and authority to interpret and apply the Plan and Trust Agreement with respect to any issue and all questions of fact or law raised by any claimant or other interested party including, without limitation to, an employee, Participant, a spouse, former spouse or claimed spouse, designated or potential beneficiary, employers, or the Union. Judicial review will be limited to the grounds on which an arbitration award may be vacated under the federal Arbitration Act.

ARTICLE 9 – AFFILIATED EMPLOYERS AND TAX RULES

9.01 Affiliated Employer Participation. An Affiliated Employer may provide benefits under the Plan to its Non-Bargained Employees under the rules in this Article.

(a) An Affiliated Employer may adopt the Plan by agreement with the Trustees. The terms of the agreement shall include (or be deemed to include) the Plan and Trust and in particular, the requirements of this Article, absent express written agreement of the Trustees to other rules.

(b) An Affiliated Employer may withdraw from the Plan and Trust or be terminated as an Employer by the Trustees. The withdrawal or termination will be deemed an adoption by the Affiliated Employer of a plan and trust identical to the Plan and Trust, except that all references to the Trustees will be deemed to refer to the Affiliated Employer. At such time and in such manner as the Trustees direct, the assets of the Trust allocable to Non-Bargained Employees of the Affiliated Employer will be transferred to the trust deemed adopted by the Affiliated Employer and the Withdrawal Liability of the Affiliated Employer will be reduced as provided by law.

(c) An Affiliated Employer has no other power with respect to the Plan (as an Employer, plan sponsor, fiduciary or otherwise) except as specifically provided in the Plan or Trust Agreement.

9.02 Conditional Adoption. An Affiliated Employer may adopt the Plan on the express condition that the IRS will consider it a plan of the employer which qualifies under IRC 401(a) and with a trust which qualifies for exemption from taxation under IRC 501(a). If the IRS determines that the Plan or Trust does not so qualify, the Affiliated Employer may withdraw from the Plan and, if so desired, then amend or terminate its own Plan. If the Affiliated Employer withdraws from the Plan, the rights of all Employees of the Affiliated Employer under the Plan will cease as if the Plan had never been adopted by the Affiliated Employer and will be the sole liability of the Affiliated Employer and its plan.

9.03 General Affiliated Employer Rules. The participation of an Affiliated Employer in the Plan is subject to the following general rules.

(a) An Affiliated Employer shall contribute for its Employees in accordance with its Participation Agreement with the Trustees. An Affiliated Employer may condition contributions on deductibility for federal income tax purposes. The Affiliated Employer shall be subject to audit by the Plan and the same delinquency remedies as the Contributing Employers under ERISA.

(b) Absent other agreement with the Trustees, an Affiliated Employer shall contribute only for Union Alumni or for all of its Employees (other than Union Employees) on the basis of an equal unit dollar amount or an equal percentage of Compensation. The rights of

Union Employees shall be governed by the Collective Bargaining Agreement for their work.

(c) An Affiliated Employer shall pay contributions and other costs of compliance with the IRC and regulations as the Trustees reasonably determine to be necessary to assure that the qualifications of the Plan under IRC 401 and the exemption of the Trust under IRC 501(a) is not impaired by the participation of Non-Bargained Employees. An Affiliated Employer shall furnish evidence of compliance with the qualification requirements of the IRC and ERISA to the Trustees upon request or as provided by law.

9.04 Limitation Employer. The Plan determines applicable limitations on contributions for a Participant and qualification requirements under IRC 401, 410, 411, 415 or 416 with reference to the Limitation Employer.

(a) All Contributing Employers shall be treated as a single employer with respect to Union Employees. The Plan will aggregate Compensation from all Employers in the Plan and elects the rule of IRS Regulations [26 C.F.R.] 1.415-1(e)(1), 1.415-1(e)(2)(ii) and 1.415-8(e) so that aggregation with other plans of the Employers will not apply in calculating limitations under this Plan. The limitation year and taxable year of this single employer is the calendar year.

(b) Each Affiliated Employer (and any trade or business under common control for purposes of IRC 414(a), (b) or (c) or affiliated service group member under IRC 414(m)) is a separate employer with respect to its Non-Bargained Employees. The taxable year of each such employer is the taxable year of the employer. The limitation year of each such single employer is the Calendar Year unless a different period is required by law (including the IRC) or is elected by the Affiliated Employer in accordance with the IRC. An Affiliated Employer shall aggregate contributions or benefits under the Plan with contributions or benefits from other plans maintained by the Affiliated Employer in accordance with the IRC.

9.05 Top-Heavy Requirements. The following special rules apply only to Non-Bargained Employees of an Affiliated Employer, for purposes of IRC 416. Union Employees are exempt from these requirements under IRC 416(i)(4).

(a) Top-heavy determinations are made using the actuarial assumptions and methodology of any defined benefit plan of an Affiliated Employer covering eligible Non-Bargained Employees. Absent such a plan, determinations will be based on the benefit payable under the Plan based solely on service with the Affiliated Employer, an annual valuation date of December 31 and assumptions in effect under IRC 417(e) at a determination date.

(b) If the Plan is a Top-Heavy Plan or part of a Top-Heavy Group for a year with respect to an Affiliated Employer, the responsibility to provide a minimum benefit or contribution under IRC 416 to each Non-Key-Employee of an affected Affiliated Employer will lie with any single-employer plan sponsored by the Affiliated Employer, another single-employer plan maintained by the Affiliated Employer or the Plan in that order. An

Affiliated Employer shall pay any amount required under this section on notice from the Plan.

(c) If the Plan is a Top-Heavy Plan or part of a Top-Heavy Group for a year with respect to an Affiliated Employer, Non-Key Employees of the affected Employer will receive nonforfeitable rights under the following schedule, based on Calendar Years with 990 or more Hours of Service with the Affiliated Employer and any affiliated entities under IRC 414:

Vesting Years	Vesting Percentage
2	20%
3	40%
4	60%
5 or more	100%

(d) If the Plan is a Super Top-Heavy plan for a year beginning before January 1, 2000 with respect to an Affiliated Employer or a minimum benefit under IRC 416(h)(2)(A) (3% option) is not provided to Non-Key Employees, the 1.25 factor used in calculating the denominator of the fraction for the Combined Plan Limit will be reduced to 1.00.

(e) The benefits or contributions required by this section are determined without regard to Social Security or other collateral sources of income.

(f) The present values of accrued benefits and the amounts of account balances of an employee as of the determination date shall be increased by the distributions made with respect to the employee under the plan and any plan aggregated with the plan under section 416(g)(2) of the Code during the one-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the plan under section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting "5-year period" for "1-year period."

(g) The accrued benefits and accounts of any individual who has not performed services for the employer during the 1-year period ending on the determination date shall not be taken into account.

(h) For purposes of satisfying the minimum benefit requirements of section 416(c)(1) of the Code and the Plan, in determining years of service with the Employer, any service with the Employer shall be disregarded to the extent that such service occurs during a Plan year when the plan benefits (within the meaning of section 410(b) of the Code) no key employee or former key employee.

(i) Payment of benefits to Non-Key Employees will not be suspended while the Plan is a Top-Heavy Plan with respect to the Affiliated Employer.

DEFINITIONS

The capitalized words and phrases in this document have the meaning given them in this section unless a different meaning is plainly required by context. Some terms are defined by cross-reference to the use of the same or similar term in a section of the Plan document, the Internal Revenue Code ("IRC" or "Code") or the Employee Retirement Income Security Act ("ERISA") and uncapitalized terms shall have their plain meaning. A reference to the IRC includes any ERISA counterpart and a definition of a noun defines a related verb, unless otherwise clearly required by context.

Active Participant . . . Plan 3.04.

Actuarial Equivalent . . . means two benefits of equal actuarial present value based on the actuarial factors and assumptions specified in the provision in which that phrase is used or, if not otherwise specified, based on the following assumptions, as applicable to a calculation:

(a) Except as otherwise required by applicable law, the assumptions of the insurer will be used in valuing any benefits provided by purchase of an annuity contract with such assumptions.

(b) Where required by law, generally with respect to lump sum payments or adjustments by reason of such payments, valuation will be based on assumptions under IRC 417(e). With respect to valuing a lump sum distribution or adjustment by reason of such payment with an Annuity Starting Date on or after January 1, 2008, the Actuarial Equivalent shall be determined by using the "applicable interest rate" and the "applicable mortality table" as defined below. For these purposes, the "applicable mortality table" shall be as that term is defined in Section 417(e)(3)(B) of the Code, and the "applicable interest rate" shall be the applicable segment rate prescribed under Code Section 417(e)(3)(C) for the month prior to the first month of the Plan Year in which the distribution occurs (and effective October 1, 2015, for the two months prior to the first month of the Plan Year in which the distribution occurs). For distributions made during the 2015-2016 Plan Year, the present value of a Participant's benefit shall be determined based on the August 2015 or September 2015 segment rates under Code Section 417(e)(3)(D), whichever provides the greater benefit. With respect to valuing a lump sum distribution or adjustment by reason of such payment with an Annuity Starting Date on or before January 1, 2000, actuarial assumptions for a terminating single-employer plan that is trusteed by the Pension Benefit Guaranty Corporation in effect for a given date under 29 C.F.R. Part 4044 or prior regulations under ERISA 4044.

(c) Where required by law, valuation will be based on rules or assumptions under IRC 401(a)(9) to determine minimum distributions.

(d) Unless otherwise required by law, the value of benefit liabilities for withdrawal liability purposes shall be determined on the basis of methods and assumptions approved by the Trustees, upon recommendation of the Plan's enrolled actuary, before a withdrawal.

(e) In any other case and unless otherwise required by applicable law, valuation will be based on the mortality assumption in subsection (f) and the assumed annual investment return (interest) of seven percent (7%).

(f) The mortality assumption shall be based on the RP-2000 Male Combined Mortality Table without age adjustment in the case of the Participant and set back 3 years in the case of a Spouse or other Beneficiary; provided, however, that the mortality assumption in effect prior to January 1, 2009 shall apply if application of the mortality assumption herein would result in the decrease of an accrued benefit of the Participant within the meaning of Code Section 411(d)(6).

Actuarial Present Value ...an Actuarial Equivalent under the Plan that is expressed in the form of a single sum amount in U.S. dollars at the date of calculation or payment.

Affiliated Employer ... the Union, Association, Plan, Trust, Teamsters Local 830 Welfare Fund (including the prior Teamsters Local 830 Legal Services Fund), Teamsters Local 830 Scholarship Fund, Teamsters Local 830 Severance Fund (and its related plan, the Teamsters Local 830 Retirement Savings Plan), any other employee benefit plan maintained by the Union or to which the Union may appoint one or more fiduciaries and the Contributing Employers with respect to any Employees not represented by Union for purposes of collective bargaining.

Annuity Starting Date ... the first day or the first period for which an amount is payable as an annuity or, in the case of a benefit not payable as an annuity, the first day on which all events have occurred which entitle a Participant or Spouse to such benefit.

Applicable Law and Similar Phrases ... the phrases "subject to applicable law," "except as required by law," "applicable law" and the like mean enforceable law and regulations governing multi-employer defined benefit pension plans, including ERISA and the IRC as it relates to qualified pension plans.

Arbitration Act ... Title 9 of the United States Code.

Association ... the Delaware Valley Importing Beer Distributors Association, its successor or, in the absence of a successor, the surviving Employers acting by majority vote based on Contributions paid in the more recent active Trust Year.

Basic Form ... a single life annuity for the life of a Participant with sixty (60) guaranteed payments.

Beneficiary ... the individual, trust or estate designated by the Participant on a Plan form or, absent designation, Spouse, dependent child, dependent parent, other dependent, other child or other parent of the Participant, brothers and sisters, or the residuary heirs of a Participant under a valid will or the intestate laws of Pennsylvania as classes in that order.

(a) Multiple beneficiaries in a class will share equally.

(b) No benefit will be payable with respect to a deceased member of a class, except as designated by a Participant.

(c) A beneficiary must survive the Participant and, absent spousal waiver, Spouse by 60 days or more in order to receive payment.

(d) A designation of a beneficiary may be revoked at any time by such Participant without the consent of a Spouse or Beneficiary. Any designation or revocation received by the Trustees after the death of the Participant shall be ineffective.

Benefit Break ... Plan 4.01(b).

Benefit Multiplier ... the dollar amount in the Benefit Multiplier column next to a Participant's last contribution rate with an Employer in accordance with the Employer Group Appendix. In the event of a contract amendment or other reduction in the contribution rate of the Employer, during all or part of the periods October 1, 1998 to September 30, 1999, May 1, 2000 to October 31, 2001 or November 1, 2001 to January 31, 2003, the Employer Group Appendix shall be applied based on the rate in effect without regard to such amendment or reduction for such periods.

Benefit Year ... the service credit received for purposes of calculating benefits and determining retirement eligibility under Plan 4.02.

Calendar Year ... a vesting computation period, benefit accrual computation period, and after the initial period of employment in prior versions of the Plan, the computation period for eligibility to participate in the Plan.

(a) The computation period is generally January 1 to the next December 31.

(b) Any short year relating to a merged plan or other change in computation periods is treated as a "Calendar Year" with a proportionate adjustment of Hours of Service requirements for the length of the short year in relation to a full calendar year.

Collective Bargaining Agreement ... a collective bargaining (or related) agreement between Union and an Employer or applicable law (including the National Labor Relations Act and IRC) which requires an Employer to make contributions to the Plan, either generally or as a condition of qualification of the Plan.

Combined Plan Limit ... IRC 415(e).

Compensation ... the income of an Employee from a Limitation Employer in a calendar year under the following rules.

(a) An Employee's compensation will generally equal the amount reported on Form W-2 for a calendar year with a Limitation Employer.

(b) For purposes of IRC 415 limitations, compensation will also include any elective deferral under IRC 402(g)(3) and any amount which is contributed or deferred by the Employers at the election of the Employee and which is not includible in the gross income of the Employee by reason of IRC 125.

(c) For purposes of determining any allocation under the Plan based on compensation or applying non-discrimination rules (as and if applicable to the Plan), the compensation of an Employee shall not exceed the limitation in effect under IRC 401(a)(17).

(d) Compensation may be estimated by multiplying Hours of Service reported to the Plan by the prevailing wage rate for the Employee under a Collective Bargaining Agreement.

Complete Withdrawal ... ERISA 4203(b), 4204, 4218.

Contiguous Service ... work or leave time with an Employer immediately before or after Covered Employment with no intervening quit, discharge or retirement.

Contributions ... the amount paid or payable to the Plan by an Employer under a Collective Bargaining Agreement, Participation Agreement or the Trust Agreement.

Control Group Employer ... all corporations, trades or businesses under common control with an Employer under ERISA 4001(b) and applicable regulations. Any entity resulting from a change in business form described in ERISA 4218(1) shall be considered to be the original employer.

Contributing Employer ... a person or organization with Employees covered by a Collective Bargaining Agreement.

Contribution Period ... the period during which an Employer pays Contributions to the Plan for work, leave or benefits due Eligible Employees in a unit or classification of employment.

Covered Employment ... the service for which benefit accrual and retirement eligibility credit is given under the Plan, which is limited:

(a) for work, leave or service by an Eligible Employee before the ERISA date, to work or leave for which Contributions were paid to the Plan by an Employer, work or leave for which payment was made to the Plan or credit is required under a reciprocal agreement and military service for which credit was required by the Military Selective Service Act; and

(b) for work or service by an Eligible Employee on or after the ERISA Date, to work or leave for which Contributions were paid or required to be paid to the Plan, work or leave for which payment was made to the Plan or credit is required under a reciprocal agreement and military service for which credit is required by the Military Selective Service Act or IRC 414(u).

Deferred Vested Benefits … Plan 4.12.

Defined Benefit Plan Limit … IRC 415(b).

Disability … a disability for which the Employee received either workers compensation benefits or payments from the Teamsters Local 830 Health and Welfare Fund.

Disability Retirement Benefit … Plan 4.11.

Disability Retirement Date … Plan 4.10.

Domestic Relations Order … IRC 414(p)(1)(B).

Early Retirement Age … the date an Employee attains the early retirement age for his Employer in the Employer Group Appendix.

Early Retirement Benefit … Plan 4.09.

Effective Date … October 1, 1963.

Eligible Employees … Plan 3.01.

Employee … a person currently or formerly employed by an Employer within the meaning of Section 302(c) of the National Labor Relations Act and ERISA. The term "Employee" includes a leased employee of an Employer, within the meaning of IRC 414(n) who otherwise meets the conditions for participation, vesting or benefit accrual under the Plan.

Employer … a Contributing Employer or Affiliated Employer with a Participation Agreement unless the Trustees have, by resolution, terminated the employer's status as an employer because the employer has failed, for a period of 120 days after the due date, to make contributions to the Plan as provided in its Collective Bargaining Agreement or Participation Agreement. The term "employer" includes any predecessor or successor of an employer who paid Contributions to the Plan.

Entry Date … Plan 3.03.

ERISA … the Employee Retirement Income Security Act of 1974, as amended to date and in the future.

ERISA Date … the date that the vesting requirements of ERISA 203 became effective with respect to the Plan or an Employer, generally, January 1, 1976.

Grace Periods … Plan 3.10.

Highly Compensated Employee … an Employee described in IRC 414(q), as amended from time to time, and who, after December 31, 1996:

(a) was a 5 percent owner at any time during the year or the preceding year, or

(b) for the preceding year had compensation from the employer in excess of $80,000 and, if the employer so elects, was in the Top-Paid Group for the preceding year. The $80,000 amount is adjusted at the same time and in the same manner as under IRC 415(d), except that the base period is the calendar quarter ending September 30, 1996.

Hours of Service ... Plan 3.07.

Industry Service ... employment or self-employment in any capacity that:

(a) before a Participant's Normal Retirement Age, is in any type of business activity engaged in by any Employer when the Participant's pension began or, but for suspension, would have begun; and

(b) thereafter is limited to work that is:

   (i) in an industry that was covered by the Plan at the Participant's Normal Retirement Age; and, is

   (ii) in any occupation in which the Participant worked under the Plan at any time or any occupation covered by the Plan at the Participant's Normal Retirement Age; or

   (iii) is work for which Contributions to the Plan are required.

Investment Manager ... a registered investment advisor under the Investment Advisers Act of 1940, a bank (as defined in the Investment Advisers Act of 1940) or insurance company (qualified to manage, acquire or dispose of Plan assets under the laws of more than one state) which has agreed to perform investment services with respect to Plan assets and acknowledged its status as a fiduciary in writing.

IRC ... the Internal Revenue Code of 1986, as amended.

Joint and Survivor Annuity ... Plan 6.01.

Key Employee ... a Non-Bargained Employee of an Affiliated Employer under IRC 416(i)(1).

Non-Bargained Employee ... any employee of an Employer other than a Union Employee, including, if required by applicable law, Union Alumni.

Non-Key Employee ... a Non-Bargained Employee of an Affiliated Employer under IRC 416(i)(2) other than a Key Employee.

Normal Form ... Plan 5.04.

Normal Retirement Age ... the later of the Normal Retirement Age for a Participant's Employer in the Employer Group Appendix or the fifth anniversary of his most recent Entry Date.

Normal Retirement Benefit ... Plan 4.05.

Normal Retirement Date ... the first day of the month after Normal Retirement Age.

One-Year Break ... Plan 3.08.

Partial Withdrawal ... ERISA 4205(a), (b).

Participant ... an Eligible Employee with an Entry Date who has not suffered an unrepaired One-Year Break or a Permanent Break or received a full distribution of his entire interest under the Plan by an irrevocable commitment or an insurer or other payment.

Participation Agreement ... an express written agreement with the Trustees or, absent an express written agreement and as necessary or appropriate to supplement such agreements, and the terms in Plan 9.03 regulating the participation of an Affiliated Employer in the Plan for Non-Bargained Employees or, under prior plans, any form or custom for payments to the Plan for Non-Bargained Employees acceptable under 29 U.S.C. §186(c).

Permanent Break ... Plan 3.11.

Plan ... the provisions of the Trust Agreement, plan documents and Collective Bargaining Agreement or Participation Agreement relating to the Teamsters Local 830 Pension Plan or Trust as a legal entity, as required in context.

Plan Area ... the Commonwealth of Pennsylvania and any other state or metropolitan area, part of which is in a state in which work for which Contributions to the Plan are required is performed. The determination of the Plan Area will be limited to the area covered by the Plan at the Normal Retirement Date for a Participant who has attained Normal Retirement Age.

Plan Fiscal Year ... the fiscal year of the Plan and compliance date for certain purposes of twelve consecutive months, generally beginning on October 1 and ending on September 30 of the following year but also including any short fiscal year. A plan fiscal year may be referenced by the calendar year in which the fiscal year began. (For example, the 1999 plan fiscal year is the period beginning October 1, 1999 and ending September 30, 2000).

Post-Retirement Adjustments ... Plan 4.18.

Qualified Domestic Relations Order ... IRC 414(p)(1)(A), (2),(3).

Qualified Spouse ... a Spouse to whom a Vested Participant was married:

(a) for more than one year on his Annuity Starting Date;

(b) within the year immediately preceding the Participant's Annuity Starting Date and for at least a year before his subsequent death; or

(c) on the date of the Participant's death and throughout the year ending with the Participant's Annuity Starting Date or, if earlier, his date of death.

REA Date … January 1, 1987 or, if required by law and not so indicated, August 22, 1984 or another date required for purposes of compliance with the Retirement Equity Act.

Restatement Date … unless otherwise required by law, October 1, 2014 and not later than the date this restated Plan is adopted by the Trustees and effective under the Trust Agreement.

Restricted Benefits … 26 C.F.R. §1.401(a)(4) – 5(b)(3)(iii).

Restricted Employee … a Highly Compensated Employee who is not excluded from discrimination rules under the IRC and regulations and is described in 26 C.F.R. §1.401(a)(4)-5(b)(3)(ii).

Retirement … a permanent separation from Industry Service by a Vested Participant after Normal Retirement Age, Early Retirement Age, or Total and Permanent Disability and the filing of a claim or application for benefits.

Service … all Hours of Service in Covered Employment or Contiguous Service with the Employers or other Hours of Service credited for military service or payment under a reciprocal agreement.

Separation Date … the last day on which a Participant performed an Hour of Service for which Contributions were paid to the Plan before a One-Year Break or, if earlier, his Annuity Starting Date.

Spouse … the legal spouse of a Participant under federal law and, to the extent provided in a Qualified Domestic Relations Order, a former legal spouse under federal law. A marriage which satisfies the requirements of the jurisdiction where the marriage was contracted will be recognized as a legal marriage.

Super Top-Heavy Plan … IRC 416(h)(2)(B).

Survivor Annuity … Plan 6.02.

Suspension Notice … Plan 5.11.

Top-Heavy Group … IRC 416(g)(2)(B).

Top-Heavy Minimum Benefit ... IRC 416(c)(1).

Top-Heavy Plan … IRC 416(g)(1).

Total and Permanent Disability ... means an initial and continuing disability which the Trustees find, on the basis of satisfactory evidence, to be:

(a) the result of any medical, physical or mental condition that will prevent the employee from engaging in any type of employment he or she performed under a Collective Bargaining Agreement between the Union and Employers, and

(b) presumably will be permanent and continuous during the remainder of his life;

(c) provided, however, that no Employee shall be deemed totally and permanently disabled if his incapacity:

  (i) consists of chronic alcoholism or addition to narcotics;

  (ii) was contracted, suffered or incurred while he was engaged in a felonious criminal enterprise or therefrom, or resulted from an intentionally inflicted injury; or

  (iii) was from injury resulting from service in the Armed Forces or the National Guard, or Reserves.

Trust ... the trust fund created by the Trust Agreement.

Trust Agreement ... the Agreement and Declaration of Trust between the Union and Employers creating the Teamsters Local 830 Pension Plan, originally dated October 1, 1963, as amended to date and in the future.

Trustees ... the Employer and Union representatives appointed under the Trust Agreement to administer the Trust and Plan or their agents or delegees, including the Plan office.

Unfunded Vested Liability ... the amount determined by subtracting the fair market value of the Plan's assets from the Actuarial Present Value of the Plan's liability for vested or nonforfeitable benefits (as defined in ERISA 4001(a)(8) and applicable regulations) as of a particular calculation date.

Union ... Teamsters Local Union No. 830, affiliated with the International Brotherhood of Teamsters, its predecessors and successors or, in the absence of a successor, action by a majority of the Participants with each Participant having one vote.

Union Alumni ... an Employee who is not currently working under a Collective Bargaining Agreement but who may be treated as a "collectively-bargained" employee under 26 C.F.R. 1.410(b)-6(d)(2)(ii).

Union Employee ... an Employee represented by Union or another labor organization who is included in a unit which automatically satisfies the requirements of IRC 410(b), other than Union Alumni.

Vested Participant … Plan 3.05.

Vesting Years … Plan 3.06.

Withdrawal Liability … amounts required to be paid by a Control Group Employer on a Complete Withdrawal or Partial Withdrawal from the Plan.

Withdrawal Liability Default … Plan 7.16.